



# City of Santa Barbara California

## PLANNING COMMISSION STAFF REPORT

**REPORT DATE:** May 1, 2007  
**AGENDA DATE:** May 17, 2007  
**PROJECT ADDRESS:** 12 E. Montecito Street (MST95-00)  
 Youth Hostel  
**TO:** Planning Commission  
**FROM:** Planning Division, (805) 564-5470  
 Jan Hubbell, AICP, Senior Planner  
 Peter Lawson, Associate Planner

### I. SUBJECT

The purpose of this hearing is for members of the Planning Commission and the public to provide input to the Community Development Director for the director's determination of substantial conformance for a Coastal Development Permit, Development Plan Approval, Modifications, Conditional Use Permit and Development Agreement. This hearing relates to the proposed changes to the site plan, floor plans, and elevations and conditions of approval associated with a proposed youth hostel submitted on March 21, 2007.

### II. BACKGROUND

In 1992, the Parker Family Trust (PFT) and the Santa Barbara City Redevelopment Agency (RDA) applied for an Amendment to the Park Plaza Specific Plan and related approvals and permits. The purpose of the application was to provide for the development of a 150-room hotel on Parcel B and a 10-acre City park on Parcel C (including additional City-owned land) of the Specific Plan, along with the off-site construction of a 100-bed youth hostel. The Planning Commission approved the development contingent upon City Council's and Coastal Commission's approval of the Specific Plan Amendment in August 1993. The City Council approved the Specific Plan Amendment in September 1993, and the Coastal Commission approved the Amendment, with minor changes, in January 1994.

On August 4, 1994, the Planning Commission conditionally approved applications to locate the 100 bed Youth Hostel at the corner lot of 33 W Montecito Street. However, after approval of the project, the project site was incorporated into the Railroad Station Improvement Project and became a parking lot. The Redevelopment Agency found a new site for the Youth Hostel, located at 12 E. Montecito Street. The site was vacant, but included permits, approved in 1994, for a 22,209 square foot commercial building. On April 20, 1995, the Planning Commission approved the Youth Hostel in its new location and found that the project was in substantial conformance with the conditions of approval for the Hotel and Waterfront Park. The project also included development of a 33 space public parking lot.

In 1995, the PFT and RDA requested approval of a statutory Development Agreement which provided for the construction of the 10-acre City park to proceed immediately and allowed the PFT hotel and hostel construction to be delayed until as late as September 2007. This request was based upon the fact that the RDA had the funding available for City park construction at that time and that financing for new hotel construction was very limited. The Development Agreement providing for this arrangement was approved by City Council in August 1995; the transfer of the park land from the PFT to the Agency/City closed escrow in August 1996 and construction of the 10-acre City park began immediately thereafter and was completed in 1997.

The Development Agreement (Exhibit B), as recorded, bases all future review of the project on the ordinances and guidelines in effect at the time the Development Agreement was approved. This includes the City Charter, ordinances and guideline provisions that guide the Historic Landmarks Commission in their review of the project. It should be noted that those provisions have not substantially changed since approval of the Development Agreement. The Development Agreement also includes a provision that allows the PFT to request the Community Development Director to make a substantial conformance determination for any revisions to either their hotel or hostel project.

On January 10, 2007, the youth hostel was submitted to the HLC for conceptual review of proposed changes to the configuration of the structure. All other components of the project, including the amount of the parking and use of the structure, remained the same. The first proposal raised substantial concerns with the HLC due to its rectangular shape and footprint on the site. The PFT returned with a design that is two stories and "L" shaped, which the HLC found acceptable (Exhibit D). The building was raised approximately two feet to accommodate the required base flood elevation.

### **III. SUBSTANTIAL CONFORMITY PROVISIONS**

As noted above, the 1995 Development Agreement allows for the Community Development Director, upon the request of the applicant, to consider project revisions for substantial conformance. Unlike most substantial conformance determinations, the Development Agreement includes a contractual obligation to exclusively consider certain items in making the determination. Section 5.2 of the Development Agreement states:

*"A determination of "substantial conformity" for the purposes of this Section 5.2 shall not be unreasonably withheld and shall be made with respect to the following considerations only: 1(a) the Hotel plans dated June 5, 1992 and submitted to the City Planning Commission on August 19, 1993, and 1(b) the Hostel plans submitted to the Historic Landmarks Commission on February 1, 1995 and the Planning Commission on April 15, 1995; 2. the comments of the Architectural Board of Review and the Landmarks Committee at their joint meeting of April 15, 1991; 3. the Historic Landmarks Commission guidelines in effect on the date of the execution of this agreement; and, 4. the Conditions of Approval for the Project as described in Ordinance 4920. ..."*

A copy of the Architectural Board of Review/Landmarks Committee joint meeting minutes is included with the Development Agreement (Exhibit B) and the applicable conditions of approval are under Ordinance 4920 are included as Exhibit C. As outlined by the Planning Commission Guidelines in

effect at the time of the approval of the Development Agreement, staff may request input from the Commission prior to making the substantial conformance determination.

It is important to keep in mind that the purpose of this hearing is to provide advisory comments to the Community Development Director only in respect to those "substantial conformance" factors listed in Section 5.2 of the Development Agreement. The merits of the original 1993 approval, the 1995 Development Agreement, the overall general parameters of the hotel development, the conditions of approval and any exactions imposed on the 1993 approval are not under consideration for revision as part of this discussion.

If a substantial conformance determination is granted, then the applicant may submit the plans to the Historic Landmarks Commission for preliminary and final design review. If a substantial conformance determination is not granted, the applicant may either make additional adjustments to the revised design necessary to achieve substantial conformance or submit an application for a revised project to the Planning Commission, following all the usual procedures now in effect.

#### **IV. PROJECT REVISIONS**

Reduced scale copies of the 2007 revised and 1995 approved floor plan and elevations are included as Exhibits A and E, respectively. The applicant proposes the following changes:

- a) Reduce the square footage of the building from 11,091 square feet to 9,643 square feet.
- b) Consolidate a number of the common areas of the structure to one dining room/living room area. The previously approved plans included a library, a lounge, a manager's office and pantry, which are no longer a part of the proposed project.
- c) Reduce the building footprint from a three wing, "U" shaped, building to a two wing "L" shaped building. The southern wing, as shown on the original plans, would be removed.
- d) The remaining northern wing of the building, paralleling Montecito Street, would increase in length by eight feet. The additional length would be located on the western side of the building, adjacent to State Street. However, the entire northern wing would become a single story, except for a small portion that intersects with the other wing of the building, as opposed to the originally approved two stories.
- e) The remaining eastern wing, paralleling Helena Avenue, would increase in length by five feet. The additional length would be on the south side, adjacent to the proposed public parking lot.
- f) The number of rooms would increase from 21 to 22, but the capacity would remain the same on-site. Some of the rooms were reconfigured to allow for a double bed, which is considered a two-bed occupancy.
- g) The 33-space public parking lot will not be constructed concurrently with the Youth Hostel. However, there will be adequate access to the Youth Hostel site and the required 27 parking spaces will be provided.

## V. ISSUES

The proposed changes would be a net reduction in the overall square footage of the building. A central courtyard that faces toward State Street, similar to the original design (Exhibit E), is included in the current proposal, although its orientation will shift from facing straight toward State to a focus toward the Railroad Station. The northern wing of the building, originally proposed at two stories would be reduced to one story. While the reduction of square footage is overall a benefit and the design received favorable reviews by the Historic Landmarks Committee (HLC), staff is concerned that there is not enough available square footage to be consistent with the HI-USA Hostel Quality Standards. Specifically, the following shall be provided per the Hostel Quality Standards:

- Storage area for each of the guests.
- Day luggage storage areas available for after check out.
- Secure bicycle storage. Typically it would be covered space.
- Adequate number of bathroom facilities, which includes sinks, toilets, and showers.

Additionally, while there appears to be adequate space, the following should be depicted on plans to verify consistency with the Hostel Requirements:

- Depicting the kitchen capacity requirements, based upon a Neighborhood 1 category.
- Depicting the number of guests per room, both on the floor plan and as part of the statistics on the cover sheet of the plans. Types of beds, such as double beds, bunk beds or single beds, shall be included as part of the information on each of these plan sheets.

## VI. INITIAL STAFF FINDINGS AND NEXT STEPS

As submitted, staff is inclined to recommend that the Community Development Director conclude that the revised youth hostel is in substantial conformance, provided the plans are updated to include the information stated in Section V.

After receiving comments from staff and the Planning Commission, the Community Development Director will make a determination about whether the revised project is in substantial conformance with the approved project. If the project is in substantial conformance, the applicant may proceed to the Historic Landmarks Commission for Preliminary and Final design and architectural approvals and, ultimately, building permits. If the revised project is not in substantial conformance, the applicant will have the option to further revise the project to resolve outstanding issues.

### Exhibits:

- A. Site Plan (March 22, 2007)
- B. Development Agreement
- C. Ordinance 4920
- D. HLC Minutes dated February 21, 2007
- E. Original Site Plan

SITE PLAN – MARCH 22, 2007

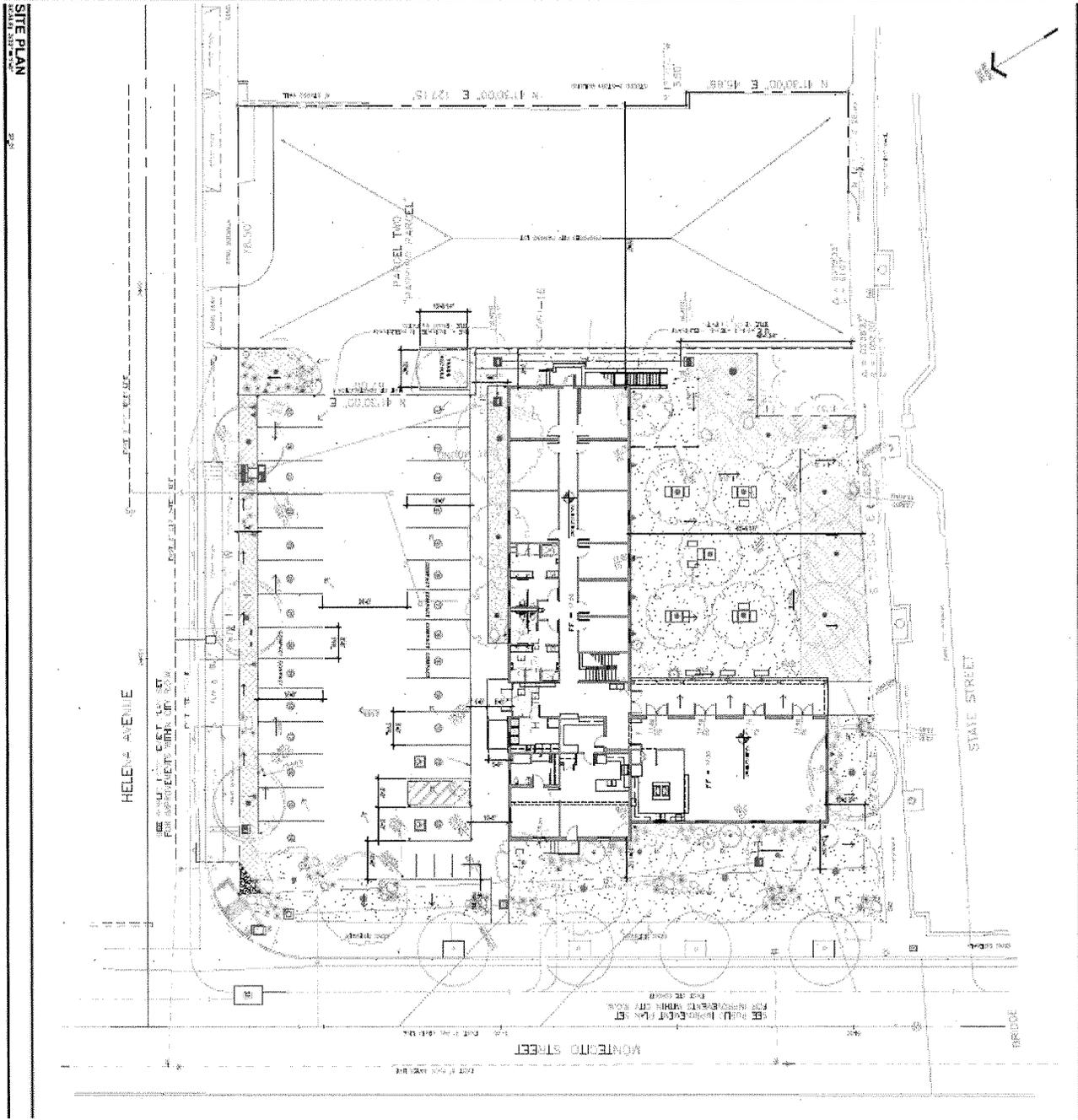


EXHIBIT A



96-047998

Rec Fee .00  
A.R. .00

Recording requested by and when recorded, please return to:

Recorded  
Official Records  
County of  
Santa Barbara  
Kenneth A Pettit  
Recorder  
8:00am 9-Aug-96

City Clerk  
City of Santa Barbara  
P.O. Box 1990  
Santa Barbara, CA 93102-1990

CONT BB 32

RECORDING REQUESTED BY  
CONTINENTAL LAWYERS TITLE COMPANY  
200458

No fee per GOVT CODE § 6103

No Documentary Transfer Tax Space above line for Recorder's use

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this 2nd day of August, 1996, by and between THE CITY OF SANTA BARBARA, a municipal corporation (hereinafter the "City"), and AMERICAN TRADITION, a California general partnership (hereinafter the "Parker Family").

RECITALS

A. WHEREAS, Government Code Sections 65864-65869.5 authorize local agencies to enter into a binding Development Agreement (as such agreements are defined by Govt. Code §§65864-65869.5) with a property owner for the development of property in order to give assurances to the property owner and the City that, once approved under the applicable planning and zoning codes, a development project can proceed in accordance with existing land development policies, rules and regulations.

B. WHEREAS, Government Code Section 65869 specifically provides that a statutory development agreement such as this agreement need not be approved by the state Coastal Commission for any development project located in an area for which a local coastal program is required so long as the required local coastal program has been certified pursuant to the Coastal Act by the Coastal Commission prior to the date the development agreement is approved by the local agency.

C. WHEREAS, the City of Santa Barbara's Local Coastal Program was certified by the state Coastal Commission on November 12, 1986 and duly amended from time to time since then.

D. WHEREAS, under the Santa Barbara City Charter, the City exercises control over municipal affairs, including the land development process, and has the authority to enter into development agreements for purposes consistent with the public health, safety and general welfare.

E. WHEREAS, on October 17, 1989, the City Council adopted Resolution No. 89-120 establishing procedures for considering statutory development agreements, which resolution sets forth in Recitals A-D thereof the City authority and public purpose of such agreements.

F. WHEREAS, On August 19, 1993, the City Planning Commission recommended that the City Council of the City approve a Specific Plan Amendment and the Planning Commission approved various permits for the real property located at 325 East Cabrillo Boulevard and 33 West Montecito (hereinafter collectively referred to as the "Site" as described in more detail in Redevelopment Parcel Map 95-20,587 as Parcels 1, 2 and 3 approved by the City and the Redevelopment Agency concurrently herewith, (and recorded in the official records of Santa Barbara County on 8/9/96 Bk 51 as instrument <sup>Pages</sup> no. 91-96) and zoned as HRC-2, S-D-3, SP-1 Hotel and Related Commerce 2 with Coastal Overlay Zone, Specific Plan No. 1 and General Plan designation of Open Space, Parking and Buffer/Stream for a proposed public/private project to be jointly developed by the Redevelopment Agency of the City and the Parker Family and consisting of a 150 room luxury hotel (hereinafter the "Hotel") on a 3.0 acre parcel (hereinafter referred to as the "Hotel Parcel" and more particularly described in the legal description attached hereto as Exhibit A) and an adjacent approximately 10 acre public park (hereinafter the "Park") together with the required public parking.

In addition, as a pre-condition of approval on the construction and operation of the Hotel, the Hotel Developer is required to construct a 100 bed youth hostel to be constructed at an off-site location acceptable to the City pursuant to a separate Coastal Development Permit issued for the hostel on April 20, 1995 as City CDP No. #95-0016 (hereinafter the "Hostel"). The construction of the Hotel, the adjacent Park and the required Hostel are hereinafter collectively referred to as the "Project."

G. WHEREAS, on September 21, 1993, the City Council of the City approved the Specific Plan Amendment (hereinafter the "Specific Plan No. 1) requested by the Redevelopment Agency and the Parker Family necessary for the development of the Project and, shortly thereafter, an application for a Local Coastal Program ("LCP") Amendment with respect to Specific Plan No. 1 was submitted to the California Coastal Commission in order to certify that the amendments made to the original Specific Plan were acceptable to the Coastal Commission under the Coastal Act; on January 12, 1994, the Coastal Commission certified the City's LCP amendment with the modifications which resulted in the need to impose additional conditions on the Project.

H. WHEREAS, on March 10, 1994 the City Planning Commission adopted Resolution No. 020-94 incorporating the modifications made necessary by the action of the state Coastal Commission for the

development of the Project into the Specific Plan and granting the City Development Plan approvals and making the findings required by the City's Zoning Ordinance (Title 28 of the Santa Barbara Municipal Code) and required by the California Environmental Quality Act (Public Resources Code § 21000 et seq.). The revised Specific Plan for the Project was then approved by the City Council on March 22, 1994.

I. WHEREAS, On April 20, 1995, the Planning Commission confirmed that the relocation of the required Hostel from the location originally proposed at 33 West Montecito Street to a new location at 12 East Montecito Street (the southwest corner of the intersection of Montecito and Helena Streets and hereinafter included within the definition of the term "Site") is in substantial conformance with the intent and purposes of the original hostel condition imposed on the approval of the Project and the Planning Commission issued a Coastal Development Permit, Development Plan approval and Conditions for the relocated hostel at 12 East Montecito Street.

J. WHEREAS, through the execution of a Memorandum of Understanding in November of 1990, and until late 1994, it was the desire and the intention of the Agency and the Parker Family to accomplish a joint project in such a way that the construction of the public park, the luxury hotel and the required youth hostel (as well as all the required public infrastructure improvements and mitigation measures necessary for these developments) occurred concurrently. However, recent events have demonstrated to the Agency, the Parker Family, and the City that the financing and construction of the luxury hotel and the required youth hostel are not possible in the near term and that Agency construction of the approximately 10 acre public park is currently possible with available Agency tax-exempt bond funds. As a result, the Agency, the City and the Parker Family have decided to take those steps necessary to convey the real property necessary for the construction of the Park to the Agency and to vest with the Parker Family the right to construct the luxury hotel and to construct the required youth hostel.

Pursuant to and in furtherance of this goal, the City is entering into this development agreement concurrently with and in full consideration of several other agreements by and between the Agency, the City, and the Parker Family which agreements are as follows (and hereinafter referred to as the "Project Agreements"):

1. the Escrow Agreement by and between the Agency and the Parker Family,
2. the Reimbursement Agreement by and between the Parker Family and the Agency (hereinafter the "Reimbursement Agreement"),
3. the Option Agreement by and between the Parker Family and the Agency,
4. the Declaration of Construction and Operating Covenants and Reciprocal Easements by and between the Agency and the Parker Family (hereinafter referred to as the "Declaration"),
5. the Grant Deed with Power of -----

Termination granting certain land to the Agency for use as a public park subject to an express power of termination.

As a result, City and Parker Family understand and acknowledge that the consideration for and basis of this Development Agreement is dependent upon the concurrent approval and execution of all of the Project Agreements by the Parker Family, the Redevelopment Agency of the City of Santa Barbara and the City.

K. WHEREAS, the City and the Parker Family desire to enter into this Agreement concerning the development of the Hotel and Hostel portions of the Project as described in Planning Commission Staff Report dated June 8, 1995 and as approved by the City Planning Commission on June 8, 1995 and as approved by the City Council on August 15, 1995 [as reflected in City Ordinance No. 4920], in order to allow the construction of the public park portion of the Project by the City Redevelopment Agency to move forward as soon as possible.

L. WHEREAS, a substantial amount of time and effort was expended by City officials and staff and the Redevelopment Agency staff to review the Project. All aspects of the Project have been reviewed extensively and were the subject of numerous public hearings. All environmental impacts of the development of each portion of the Project was addressed in the required Final Environmental Impact Report (ENV92-0107) issued by the City Environmental Review Committee and, with respect to which, Notices of Determination were filed with the County Clerk on August 19, 1993, September 21, 1993, March 11, 1994, March 23, 1994 and May 11, 1994, pursuant to Public Resources Code § 21152(a) and for which a related Notice of Determination was issued regarding the conditions imposed by the Coastal Commission on the youth Hostel, which notice was filed with the County Clerk on April 24, 1995.

M. WHEREAS, City acknowledges and agrees that: 1. the review, consideration and the approval of this Agreement by the City is an integral and dependant part of a larger public/private project and that 2. prior to execution of this Agreement, the Parker Family and the Redevelopment Agency had the right to immediately commence construction of the Project without the necessity or requirement for any other discretionary review or approval by City with the exception of the design review for the Hotel and the Hostel necessitated by City Charter Section 817.

N. WHEREAS, pursuant to the terms of this Agreement, the Parker Family (pursuant to the Project Agreements with the Redevelopment Agency listed in Recital J above) will provide substantial benefit to the City as consideration to the City for entering into this Agreement including, but not limited to, the following:

1. Acting through the Redevelopment Agency pursuant to the Reimbursement Agreement, the substantial completion of public street improvements for the extension of Salsipuedes Street across the Southern Pacific Railroad tracks and its connection to the existing intersection of Salsipuedes and Cabrillo Boulevard, and related traffic and parking improvements on Cabrillo Boulevard and the Park area adjacent to the terminus of Carpinteria Street, and a public sidewalk along the north side of Cabrillo Boulevard between Calle Puerto Vallarta and Milpas; and

2. By conveying approximately 4.9 acres of land to the Redevelopment Agency for use in the construction of an approximately 10 acre public park together with the payment of an annual assessment contribution to the City towards the maintenance of the Park of not less than Sixty Two Thousand Five Hundred Dollars (\$62,500) in the form of an annual assessment imposed on the Hotel parcel; and

3. Acting through the Redevelopment Agency pursuant to the Reimbursement Agreement to provide a one-time cash contribution of approximately Fifty Four Thousand Dollars (\$54,000) toward improved air quality in the Santa Barbara County south coast regional area to the Santa Barbara County Regional Air Quality District at the time of the construction of the Hotel.

4. The redevelopment of an area of the Santa Barbara Central City Redevelopment Project Area which redevelopment should have the affect of inducing adjacent private property owners to improve and redevelop their properties and to thereby strengthen the commercial and tourism trade of the City.

O. WHEREAS, the City Council has determined that this Agreement will be in the public's best interest and intends that the approval of this Agreement be considered a present exercise of the City's police power to regulate the development of the Site during the term of this Agreement. The adoption of this Agreement shall be deemed to supersede, amend or modify any inconsistent provisions of the Municipal Code, ordinances, resolutions or policies to the extent required by the terms of this Agreement, but only with respect to development of the Project on the Site, as provided in this Agreement and as conditioned by the City Planning Commission.

P. WHEREAS, in consideration of the public improvements and benefits to be provided by Parker Family pursuant to this Agreement, and in order to strengthen the public planning process and reduce the economic costs of development, by its execution of this Agreement, the City intends to give the Parker Family assurances that the Parker Family has vested rights to proceed with the development of the Hotel and the Hostel portion of the Project for the term of this Agreement (as set forth in Paragraph 21 hereof), pursuant to this Agreement in accordance with the City's

policies, rules and regulations in effect as of the date of the execution of this Agreement.

Q. WHEREAS, the Parker Family would not enter into this Agreement, or agree to provide the public benefits and improvements and financial contributions as described in this Agreement within the times specified without the assurances of the City that the Project can be developed during the term of this Agreement as provided for herein.

R. WHEREAS, the City finds that this Agreement is consistent with the City of Santa Barbara's General Plan, the Redevelopment Agency's Central City Redevelopment Project Plan and the City's Local Coastal Program, and that the City has completed all necessary proceedings in accordance with the City's rules and regulations for its approval.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained and in the Project Agreements, the City and the Parker Family agree as follows:

1. PURPOSE.

The purpose of this Agreement is to provide certain terms and conditions for the development of the Hotel and Youth Hostel portions of the Site (both individually and collectively) by the Parker Family and to assure the Parker Family that, during the term of this Agreement, the Hotel and Hostel portions of the Project can be developed in full accordance with the Conditions of Approval described in City Ordinance No. 4920. While it is understood by both the Parker Family and the City that the construction of the Hostel is a pre-condition to the construction of the Hotel, nothing herein shall be deemed to require the construction of the Hotel nor to preclude the Parker Family from developing and constructing the Hostel only.

2. HOSTEL PARCEL.

The Parker Family represents that it is the fee owner of that portion of the Site necessary to develop the Hotel portion of the Project and that, concurrently herewith, it has obtained a binding recorded option from the Redevelopment Agency to purchase that portion of the Site necessary to construct the required Hostel.

3. PERMITTED USES OF SITE.

The City and the Parker Family hereby agree that, for the term of this Agreement, the permitted uses, density and intensity of uses, and maximum height and size of the Project (as defined in the Declaration) shall be those described in City Ordinance No. 4920 or

as amended by subsequent action of the City Planning Commission upon application of the Parker Family.

The Parker Family agrees that the payment of the Reimbursement Amount to the Redevelopment Agency in accordance with the Reimbursement Agreement shall be a condition precedent to the construction of a Luxury Hotel on the Hotel Parcel, that the payment of the Reimbursement Amount to Agency shall be a condition precedent to the issuance or grant by the City of a building permit for such Luxury Hotel and that any application for such building permit shall not be deemed complete unless the applicant submits evidence satisfactory to the City that the Reimbursement Amount has been paid to the Agency or payment thereof has otherwise been assured to the satisfaction of the Agency.

4. OBLIGATIONS OF THE PARKER FAMILY.

The Parker Family shall have the following affirmative obligations for the benefit of the City:

4.1 **Conveyance of Park Parcel.** In accordance with the Escrow Agreement, the Parker Family shall convey Parcel 2 of Redevelopment Parcel Map 95-20,587 to the Agency for the construction of a Park in accordance with the Declaration and subject to the Power of Termination.

4.2 **Annual Maintenance Assessment Resolution.** Upon the completion of construction of the Park portion of the Project (as established by the issuance of a certificate of completion for the Park by the City Engineer) and annually on the same date thereafter (when and as provided for in the Chase Palm Park Maintenance Assessment Resolution - hereinafter the "Assessment Resolution"), the Parker Family shall pay to the City the assessment provided for in the Assessment Resolution which resolution shall be adopted by the City for maintenance of the Park in accordance with the Assessment Resolution and the Declaration. (The Assessment amount shall be appropriately prorated for the first year of the Assessment as described in more detail in the Assessment Resolution.)

4.3 **Air Quality Mitigation Fee.** In accordance with the terms of the Escrow Agreement, the Parker Family shall pay to the Santa Barbara County South Coast Regional Air Quality District a one-time fee in the amount of Fifty Four Thousand (\$54,000) to assist the City and other public agencies in improving the air quality of the Santa Barbara south coast regional area.

5. OBLIGATIONS OF CITY.

The City shall have the following obligations for the benefit of the Parker Family:

**5.1 Extension of Development Approvals.** Without requiring any further discretionary development plan review by City, the City shall extend to September 21, 2007 (hereinafter the "Termination Date"), without penalty or other obligation, all approvals and development permits issued and granted or obtained for the Hotel and Hostel portions of the Project prior to the adoption of the ordinance approving this Agreement (City Ordinance No. 4920).

**5.2 Design Review and Approval by the Historic Landmarks Commission.** Provided that the proposed final architectural design of the Hotel portion of the Project substantially conforms with the design plans for the Hotel submitted to the Architectural Board of Review and the Landmarks Committee at their joint meeting of March 18, 1992, and the design plans for the Hotel dated August 20, 1992 and submitted to the City's Planning Commission on August 19, 1993 and provided further that the final architectural design of the Hostel portion of the Project substantially conforms with the design plans for the Hostel submitted to the Historic Landmarks Commission on February 1, 1995 and the City Planning Commission on April 20, 1995 (including the comments made by the commissioners thereon as described in Exhibit B), as such consistency may be determined at the time by the City's Community Development Director, upon the application of the Parker Family and upon completion of design review for the Hotel and Hostel as above contemplated, the City Historic Landmarks Commission (or if appealed to the City Council, the City Council) shall issue a preliminary and final approval of the design of the Hotel and Hostel portions of the Project.

A determination of "substantial conformity" for the purposes of this Section 5.2 shall not be unreasonably withheld and shall be made with respect to the following considerations only: 1(a) the Hotel plans dated June 5, 1992 and submitted to the City Planning Commission on August 19, 1993, and 1(b) the Hostel plans submitted to the Historic Landmarks Commission on February 1, 1995 and the Planning Commission on April 20, 1995; 2. the comments of the Architectural Board of Review and the Landmarks Committee at their joint meeting of April 15, 1991; 3. the Historic Landmarks Commission guidelines in effect on the date of the execution of this Agreement; and, 4. the Conditions of Approval for the Project as described in City Ordinance No. 4920. Attached as Exhibit B hereto are minutes for the following meetings: the joint meeting of the Architectural Board of Review and the Historic Landmarks Commission, Hotel, April 15, 1991; Historic Landmarks Commission, Hostel, February 1, 1995; Planning Commission, Hotel, August 19, 1993; and Planning Commission Hotel, April 20, 1995.

**5.3 Development Plan Approval.** Without requiring any further discretionary development plan review by City, the City shall extend, for the term of this Agreement and without penalty or other obligation, the Development Plan Approvals and the City Coastal Development Permits for the Hotel, adopted pursuant to Planning Commission Resolution No. 038-95, and for the Hostel, adopted pursuant to PC Resolution No. 027-95.

6. EFFECT OF AGREEMENT ON REGULATIONS.

6.1 Ordinances, Rules, and Regulations Applicable.

6.1.1 Applicability of Existing Regulation Only. The City and Parker Family hereby agree that, for the term of this Agreement, the City ordinances, resolutions, rules, regulations, and official policies governing the permitted uses of land, subdivision, density, design, improvement and construction standards and specifications applicable to the development of the Project shall be those ordinances, resolutions, rules, regulations and official policies in force on the effective date of the ordinance approving this Agreement.

6.1.2 Non-conflicting Regulations. This Agreement shall not prevent the City, in subsequent actions applicable to the Project, from applying new rules, regulations, and policies which do not conflict with those rules, regulations and policies which were applicable to the Project on the effective date of the ordinance approving this Agreement provided the same do not prevent, delay or interfere with Parker Family's development of the Hotel or Hostel portions of the Project in conformity with the terms of this Agreement.

6.1.3 Payment of then Applicable Fee Amounts. Nothing herein shall be deemed to relieve the Parker Family from the payment of then applicable plan check fees, plan or design review fees or building permit fees (or similar such fees of general application which are uniformly applied and imposed by governmental agencies other than the City) which may be in effect at the time the necessary demolition and building permits are obtained for the construction of the Hotel or the Hostel.

6.1.4 Reduction in City Fees. Except with respect to fees and charges specifically allocated between the Parker Family and the Redevelopment Agency in the Reimbursement Agreement, in the event that City development fees, assessments or charges applicable to this Project are reduced or eliminated subsequent to the execution of this Agreement, the Parker Family shall be entitled to receive the benefit of such a reduction or elimination.

6.2 Subsequent Modifications. In the event that any subsequent changes in state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision shall be modified to conform to the change or, if modification is infeasible, deleted. Any such modification or deletion shall be made only to the extent necessary to comply with any such new federal or state law or regulations and shall be made by the parties with the intent of carrying out the objectives of this Agreement and to preserve to the Parker Family the right to construct the Hotel and Hostel portions of the Project in substantial conformity with this Agreement.

6.3 Suspension of Agreement. In the event that the implementation of this Agreement is suspended by reason of a court order or for any other reason through no fault of the parties, the Parker Family may nonetheless, at its sole option, apply for and process permits and approvals under the City's land use planning process then in effect as applicable to the Site.

7. SUBSEQUENT APPROVALS AND PERMITS AND ACTS OF CITY.

With the exception of the requirement that the Parker Family submit the architectural design of the Hotel and the Hostel to the City for a determination of substantial conformity pursuant to Section 5.2 hereof the City shall not require the Parker Family to obtain any further approvals or permits for the development of the Hotel or Hostel portion of the Project during the term of this Agreement. With the exception of the manner of design review described herein with respect to the Historic Landmarks Commission, in the event any further approvals or permits are required by the City for the development of those portions of the Project during the term of this Agreement, the City agrees to grant all such approvals and permits to the Parker Family without requiring any further discretionary review, provided the development authorized by such permit or approval is in substantial conformity with this Agreement. The City agrees and assures the Parker Family that the terms, conditions and requirements for such permits or approvals shall not prevent or materially interfere with or delay the Parker Family's development of the Hotel and Hostel portions of the Project in substantial accordance with the terms of this Agreement.

Nothing herein shall be deemed to relieve the Parker Family from the obligation to obtain all necessary building and demolition permits generally required by the Uniform Building Code as such Code is adopted by the City of Santa Barbara nor to relieve the Parker Family from paying the Reimbursement Amount to the Agency as a condition precedent to the construction of a Luxury Hotel and the issuance of a building permit for such Luxury Hotel.

8. HOLD HARMLESS/INDEMNIFICATION DURING CONSTRUCTION OF HOTEL OR HOSTEL.

The Parker Family agrees to indemnify, defend and hold harmless the City, its officers, agents, employees and representatives from all claims, demands, costs, expenses, judgments or liability including attorneys' fees (collectively referred to as "claims") arising from damage or claims for personal injury, death, or property damage which may result from the direct and indirect operations of the Parker Family or those of its contractor, subcontractor, agent, employee or other person acting on its behalf which relate to the development of the Site and the construction of the Hotel and Hostel portions of the Project. The provisions of this Section shall not apply to the extent such damage, liability or claim is proximately caused by the sole

negligence or willful misconduct of the City, its officers, agents, employees or representatives.

9. AMENDMENTS OR CANCELLATION OF THIS AGREEMENT.

Except as otherwise permitted herein, this Agreement may be amended or terminated in whole or in part only by the mutual consent of the parties and only in the same manner as its adoption by an ordinance of the City Council.

10. PERIODIC REVIEW.

As required by Government Code Section 65865.1 and the City procedures adopted pursuant thereto, the City's Public Works and Community Development Directors shall review the Parker Family's performance pursuant to the terms of this Agreement at least once every twelve (12) months during the term of this Agreement.

11. DEFAULT OF THE PARKER FAMILY.

Actions with Respect to the Project Agreements. The Parker Family shall be in default under this Agreement upon a finding and determination by the City Council that the Parker Family has failed to convey Parcel No. 2 of Redevelopment Parcel Map 95-20,587 to the Agency for the construction of the Park in accordance with the Declaration.

12. DEFAULT OF CITY.

12.1 General Default. The City shall be in default under this Agreement if it breaches its obligations to the Parker Family under Sections 5 and 7 hereof or imposes upon the Parker Family ordinances, resolutions, rules, regulations or official policies governing the permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Project or the Site which are not the same as those ordinances, resolutions, rules, regulations and official policies in effect on the effective date of the ordinance approving this Agreement except as otherwise specifically provided herein.

12.2 Changes Not in Control of City. The City shall not be in breach of this Agreement by reason of any subsequent changes of laws or regulations of another public agency not controlled by the City or litigation which specifically prevents or precludes compliance by the City or the Parker Family with this Agreement.

13. ASSIGNMENT.

The rights and obligations of the Parker Family under this Agreement may be transferred or assigned, provided (i) such transfer or assignment is made as part of a transfer, assignment, sale or long-term lease of all or any portion of the Site and a

concurrent transfer of rights to complete the Hotel and Hostel portions of the Project, and (ii) prior to such an assignment, the assignee executes and delivers to the City a written assumption of the Parker Family's obligations under this Agreement and the Reimbursement Agreement. Any such transfer or assignment shall be subject to the provisions of this Agreement and the controls and limitations contained herein. During the term of this Agreement, any such assignee or transferee shall observe and perform all of the duties and obligations of the Parker Family contained in this Agreement as such duties and obligations pertain to the portion of the Site so transferred or assigned. The Parker Family shall give City prompt written notice of any such transfer or assignment and provide the City with a complete copy thereof upon its execution.

14. BINDING EFFECT OF AGREEMENT.

This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors, assigns or transferees. Whenever the term "Parker Family" is used herein, such term shall include any assignee, transferee or successor.

15. RELATIONSHIP OF PARTIES.

It is understood that the Parker Family is not an agent of the City, and City is not an agent of the Parker Family.

16. NOTICES.

All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid. Notice shall be effective on the date delivered in person or the date when the postal authorities indicate that the mailing was delivered to the address of the receiving party indicated below.

Notice to the Parker Family shall be addressed as follows:

American Tradition, a California  
General Partnership  
P.O. Box 908  
Los Olivos, CA 93441  
Attn: Mr. Fess E. Parker, Jr.  
Trustee of The Fess and Marcella Parker  
Trust U/A dated June 5, 1970, General Partner

With copies to:

J. Robert Andrews, Esq.  
Mullen & Henzell  
Post Office Box 789  
Santa Barbara, California 93102-0789

Notice to the City shall be addressed as follows:

Community Development Director  
City of Santa Barbara  
630 Garden Street  
Post Office Box 1990  
Santa Barbara, CA 93102

with a copy to the City Attorney addressed as follows:

Santa Barbara City Attorney  
740 Anacapa Street  
Post Office Box 1990  
Santa Barbara, California 93102-1990

A party may change its address by giving notice in writing to the other party and thereafter notices shall be delivered or sent to such new address.

17. SEVERABILITY.

If any provision of this Agreement shall be held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, unless the court shall specifically find that the invalid part is so fundamental and essential to the understanding of the parties that the entire Agreement shall be invalidated.

18. WAIVER.

No waiver of any portion of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy in respect of any occurrence or event shall be deemed a waiver of any right or remedy in respect of any other occurrence or event.

19. APPLICABLE LAW.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

20. TIME OF ESSENCE.

Time is of the essence for this Agreement.

21. EFFECTIVE DATE AND TERM.

This Agreement shall be approved by ordinance of the City Council pursuant to Resolution No. 89-120. This Agreement shall be deemed in full force and effect upon its full and complete execution by both the City and the Parker Family and its

recordation in the official records of Santa Barbara County in accordance with the Escrow Agreement and shall terminate on the Termination Date.

22. EFFECT OF INVALIDITY.

In the event this Agreement shall be declared invalid, illegal or unenforceable by a court or any official body with authority to do so, the Parker Family and the City mutually waive any right which either may have to seek or obtain from the other any damages arising out of such invalidity, illegality, or unenforceability.

23. DUTY OF GOOD FAITH AND FAIR DEALING.

The parties to this Agreement shall have an obligation of good faith and fair dealing in interpreting, enforcing and carrying out its obligations under the provisions of this Agreement.

---

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

"CITY"

"PARKER FAMILY"

THE CITY OF SANTA BARBARA

AMERICAN TRADITION, a California General Partnership

By: [Signature]  
City Administrator

By: [Signature]  
Fess Elisha Parker, Jr.,  
Trustee

ATTEST:  
CITY CLERK

By: [Signature]  
Marcella Belle Parker,  
Trustee

By: [Signature]  
Deputy City Clerk

Trustees of The Parker Family Trust U/A dated June 5, 1970,  
General Partner  
By: [Signature]  
J. Robert Andrews, Their Attorney in Fact

APPROVED AS TO CONTENT:  
COMMUNITY DEVELOPMENT DIRECTOR

By: [Signature]  
Fess Elisha Parker III,  
General Partner  
By: [Signature]  
J. Robert Andrews, His Attorney in Fact  
By: [Signature]  
Ashley-Allen Rinehart  
Parker Shull,  
General Partner

By: [Signature]

APPROVED AS TO FORM:  
AGENCY COUNSEL

By: [Signature]  
J. Robert Andrews, Her Attorney in Fact

By: [Signature]  
Asst. Agency Counsel

By: [Signature]  
Agency Special Counsel

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF SANTA BARBARA )

On August 7, 1996,  
before me, the undersigned Notary Public in and for said County and State, personally appeared PETER K. WILSON, Deputy City Administrator of the City of Santa Barbara, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~she~~ executed the same in ~~her~~ authorized capacity, and that by ~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Linda S. Gunther  
Notary Public



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

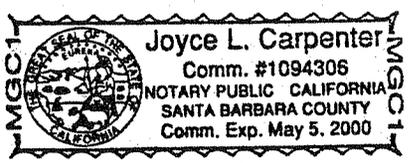
State of CALIFORNIA

County of SANTA BARBARA

On Aug. 8, 1996 before me, Joyce L. Carpenter

personally appeared J. ROBERT ANDREWS

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Joyce L. Carpenter
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
ATTORNEY-IN-FACT GENERAL
TRUSTEE(S)
GUARDIAN/CONSERVATOR
OTHER:

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

DEVELOPMENT AGREEMENT
TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

Exhibit A

(Parcel 1 of Redevelopment Parcel Map No. 20,587 recorded on 8-9-96 in Book 51 at Page 91-96 of Parcel Maps in the office of the recorder of the County of Santa Barbara.)

Exhibit B

(Minutes of the following meetings: the joint meeting of the Architectural Board of Review and the Historic Landmarks Commission, Hotel, April 15, 1991; Historic Landmarks Commission, Hostel, February 1, 1995; Planning Commission, Hotel, August 19, 1993; and Planning Commission, Hotel, April 20, 1995.)



**CONCEPT REVIEW**  
**CONTINUED ITEMS:**

1. 325 EAST CABRILLO BOULEVARD SP1/HRC-2/SD-3 ZONE  
 (4:10) Assessor's Parcel Number 17-010-35  
 Water Determination Number  
 (Proposed 128,560 square foot, 150 room hotel on  
 3.0 acres of a 7.98 acre site; two existing structures  
 to be demolished and the Pump House to remain.)  
 John Cahill/American Tradition (Parker Family Trust)

(COMMENTS ONLY, PROJECT REQUIRES ENVIRONMENTAL REVIEW AND  
 PLANNING COMMISSION APPROVAL.)

Mr. John Cahill present.  
 Mr. Michael Veneri present.  
 Mr. Robert Ingram present.  
 Mr. Tommy Brewer present.  
 Mr. Arthur Valdez present.

Ms. Bellman inquired if all of the areas were accessible.  
 Mr. Veneri stated that the project was accessible.

Action: 11/0/1, Watson/Boucher. Mahan abstained.  
 Motion: Indefinite continuance with comments:

- 1) Conceptually, the project is headed in the right direction.
- 2) Architecturally, the Board would like the applicant to proceed with 1/8" drawings when the project returns.
- 3) Committee Members are concerned that the project as proposed relies entirely on the city property proposed park land for its landscaping.
- 4) There is also a concern about elements protruding into the public owned property.
- 5) Study ways to mitigate the length of the arcade in the front.
- 6) The introduction of a balcony on the rear elevation may cause visual problems in relation to the depth of the arches.
- 7) Study ways to mitigate the repetition of elements; the symmetry is unrelenting.
- 8) Study the best examples of Santa Barbara architecture to understand and address the issue of charm.
- 9) Any proposed rooftop equipment will require mitigation measures.
- 10) Restudy the Viceroy's house; the structure lacks elegance and dignity.
- 11) The Viceroy's house should be the anchor to the project; it should not resemble a hotel.
- 12) Landscaping will be critical to the project.
- 13) Recommend more skyline trees on the rear elevation and palm trees up against the wall.
- 14) Show sizes, textures, and colors of the landscaping in order to relate it to the architecture when the landscaping is presented.
- 15) There is some concern with the proportions of the masses in relation to one another.
- 16) There is some concern with the closeness of the project to the dividing line of the proposed public park and the property.
- 17) Restudy the garden element in the southwest corner of the design and provide different approaches.
- 18) The project will have a very nice mass,

bulk, and scale for the boulevard because of the following:

- a) It is surrounded by buildings within a mile area which are of equal height.
- b) The building is massed in such a way as to create shadowing and texture that has a richness and a variety that is lacking in other buildings.
- c) The inclusion of the landscaping will tie the project to the Waterfront Park landscaping so that it will feel like an integrated project and will be perceived not as a large building on a small parcel, but as a building on a large parcel.
- d) It will act as an accent or anchor as one drives down Cabrillo Boulevard as an element in the landscaping, not as something that is attempting to dominate.
- e) The inclusion of high texture of red roofs, white walls, and shadow lines from the Riviera and from other higher elevations of the City, will make it blend into the texture of the City.



City of Santa Fe  
California

PLANNING  
POD Counter Binder  
HLC (M) 3-Hole Punch

HISTORIC LANDMARKS COMMISSION  
MINUTES

NOTICE: The Guidelines Subcommittee met today at 12:00 noon in the Redevelopment Conference Room, 630 Garden Street.

630 Garden Street  
Public Meeting Room

February 1, 1995

1:30 P.M.  
General Business

COMMISSION MEMBERS: JOHN PITMAN, Chairman, Present  
DR. DAVID GEBHARD, Vice Chairman, Present  
DAVID BLACK, Present  
ROBERT FOWLER, Present  
WILLIAM LA VOIE, Present  
HENRY LENNY, Present at 1:47 p.m.  
KATHRYN MASSON, Present  
DAVID SHELTON, Present at 1:35 p.m.  
HELEN YOST, Present

HONORARY MEMBER: JAMES MORRIS, Absent

ADVISORY MEMBER: DR. MICHAEL A. GLASSOW, Absent

PLANNING COMMISSION LIAISON: MARTY BLUM, Present, Left at 2:40 p.m.

CITY COUNCIL LIAISON: HELENE BEAVER, Absent

STAFF: JAIME LIMON, Planning Officer, Present  
MARY LOUISE DAYS, Assistant Planner/Urban Historian, Present  
ANITA MELENDEZ, Recording Secretary, Present

HISTORIC LANDMARKS COMMISSION SUBMITTAL CHECKLIST  
(See El Pueblo Viejo Guidelines & Design Review Submittal Requirements for Details)

CONCEPT REVIEW	Required	Master Application & Submittal Fee - (Location: 630 Garden Street) Photographs - of the existing building (if any), adjacent structures, view of the site & surrounding areas & neighborhood streetscape - mounted or folded to no larger than an 8.5" X 14" photo display board. Plans - three sets of <u>folded</u> plans are required <u>at the time of submittal &amp; each time plans are revised.</u> <u>Vicinity Map and Project Tabulations</u> - (Include on first drawing) <u>Site Plan</u> - drawn to scale showing the property boundaries, existing & proposed structures, building & area square footages, building height, areas to be demolished, parking, site topography, conceptual grading & retaining walls, & existing landscaping. Include footprints of adjacent structures. <u>Exterior elevations</u> - showing existing and proposed grading where applicable.
	Suggested	<u>Site Sections</u> - showing the relationship of the proposed building and grading where applicable. <u>Plans</u> - floor, roof, etc. <u>Rough sketches</u> are encouraged early in the process for initial design review to avoid pursuing incompatible proposals. However, more complete & thorough information is recommended to facilitate an efficient review of the project.
PRELIMINARY REVIEW	Required	Same as above with the following additions: <u>Plans</u> - floor, roof, etc. <u>Site Sections</u> - showing the relationship of the proposed building and grading where applicable. <u>Preliminary Landscape Plans</u> - required for commercial & multi-family; single family projects where grading occurs. <u>Preliminary planting plan</u> with proposed trees & shrubs & plant list with names. Plans to include street parkway strips.
	Suggested	<u>Color &amp; Material Samples</u> - to be mounted on a board no larger than 8.5" X 14" & detailed on all sets of plans. <u>Exterior Details</u> - windows, doors, eaves, railings, chimney caps, flashing, etc. Materials submitted for preliminary approval form the basis for working drawings and must be complete & accurate.
FINAL & ASSENT	Required	Same as above with the following additions: <u>Color &amp; Material Samples</u> - to be mounted on a board no larger than 8.5" x 14" & detailed on all sets of plans. <u>Cut Sheets</u> - exterior light fixtures & accessories where applicable. <u>Exterior Details</u> - windows, doors, eaves, railings, chimney caps, flashing, etc. <u>Final Landscape Plans</u> - landscape construction documents including planting & irrigation plan. <u>Consultant/Engineer Plans</u> - electrical, mechanical, structural, & plumbing where applicable.

Action: 9/0, Gebhard/Masson.  
 Motion: Preliminary approval with the following conditions: 1) The doors are to be moved back twelve inches. 2) The recessed plaster and jambs are to receive tile to match the existing, the same chevron pattern.

## 9. 2319 GARDEN ST

E-1 ZONE

Assessor's Parcel Number 25-132-07  
 Application Number MST95-0030  
 General Plan Update Number N/A  
 Environmental Review Number ENV95-0017  
 Applicant: Scott & Lisa Burns  
 Architect: Cearnal Ehlen Associates

(A proposed 546 square foot addition to the rear of a single family residence located in Part II of El Pueblo Viejo Landmark District.)

**(COMMENTS ONLY, PROJECT NEEDS ENVIRONMENTAL ASSESSMENT AND A MODIFICATION.)**

**(3:50)**

Brian Cearnal and Lisa Burns present.

They stated that a garden wall in front of the house is now included in the proposal.

Action: 9/0, Shelton/Black.  
 Motion: Continued indefinitely with the following comments: 1) Treat the wall in a more traditional manner. 2) Study a convex curve at the entrance giving the appearance of a thickened wall at the gate. 3) Study the possibility of adding another wall section to the south. 4) After the modification is obtained the applicant may return to the Consent Calendar for an approval.

## 10. 12 E MONTECITO ST

HRC-2/SD-3 ZONE

Assessor's Parcel Number 33-051-16  
 Application Number MST95-0044  
 General Plan Update Number N/A  
 Environmental Review Number ~~93-0158~~ 95-0050  
 Applicant: Redevelopment Agency/City of Santa Barbara  
 Architect: Cearnal Ehlen Associates

(Proposal to construct an 11,091 square foot two-story youth hostel with 10<sup>0</sup> beds and 60 parking spaces on a vacant parcel.)

**(COMMENTS ONLY, PROJECT NEEDS ZONING COMPLIANCE, ENVIRONMENTAL ASSESSMENT, COASTAL REVIEW AND PLANNING COMMISSION APPROVAL.)**

**(4:10)**

Brian Cearnal, Teri Malinowski and Patrick Hunter present.

Action: 9/0, Masson/Gebhard.

Motion: Indefinite continuance with the following comments: 1) The project was well received by the Commission. 2) The parking lot facing State Street should be visually protected from the southwest corner of State Street with a substantially wide planting area; it may require a reduction of at least two spaces to provide the new protection. 3) The north, east, and south elevation facades need to be more hispanic. 4) Landscaping will be very important.

11. **628 STATE ST**

C-M ZONE

Assessor's Parcel Number 37-132-26

Application Number MST95-0040

General Plan Update Number GPU95-0005

Environmental Review Number ENV95-0018

Applicant: George Velliotes

Architect: Thiep Cung

(Proposal to construct a 3,000 square foot retail building on a portion of parcel, opposite the site of an approved small cafe building on the same property.)

**(COMMENTS ONLY, PROJECT NEEDS ENVIRONMENTAL ASSESSMENT.)**

(4:45)

Thiep Cung and Ed Comport present.

Action: 9/0, Gebhard/Fowler.

Motion: Continued two weeks with the following comments: 1) Study the facade that faces the Paseo to see if indentations and projections in the wall surfaces can be accommodated. 2) Various terminations as you go through the Paseo should be studied. 3) Reflect the detail character of the cafe building to the south.

**CONSENT CALENDAR**

A. **1321 STATE ST**

C-2 ZONE

Assessor's Parcel Number 39-131-06

Application Number MST94-0273

General Plan Update Number GPU94-0036

Environmental Review Number ENV94-0113

Applicant: Robert Maynard Morris

Architect: Howard Wittausch

(Proposed revision to the roof configuration of an approved mixed-use remodel of a commercial building.)

Final approval as submitted.



IV. DISCUSSION ITEM:

Public Works Staff to review Procedures and Implementation of Council Resolution No. 93-013 Pertaining to Public Improvements for Small Projects. (M.S.)

**\*\* Discussion Held \*\***

V. CONTINUED ITEM:

APPLICATION OF JOHN CAHILL AND TERI MALINOWSKI, AGENTS FOR THE PARKER FAMILY TRUST AND THE CITY OF SANTA BARBARA REDEVELOPMENT AGENCY, RESPECTIVELY, AFFECTING THE PROPERTY AT 325 E. CABRILLO BOULEVARD, APN 17-010-34,-35,-36,-42, A PORTION OF 17-010-46, 17-111-01, 17-192-03 AND 33-010-07, HRC-2, S-D-3, SP-1 HOTEL AND RELATED COMMERCE 2 WITH COASTAL OVERLAY ZONE, SPECIFIC PLAN NO. 1. GENERAL PLAN DESIGNATION: OPEN SPACE, PARKING AND BUFFER/STREAM; AND AN APPLICATION OF BRIAN CEARNAL OF CEARNAL EHLEN ASSOCIATES, AGENT FOR THE PARKER FAMILY TRUST, THE LAGOMARSINO FAMILY TRUST AND HAZEL LAFLER, AFFECTING THE PROPERTY AT 33 W. MONTECITO STREET, APN 33-042-01,-02,-03 AND -04, HRC-2, S-D-3 HOTEL AND RELATED COMMERCE 2 AND COASTAL OVERLAY ZONE, GENERAL PLAN DESIGNATION: HOTEL AND RELATED COMMERCE II

WATERFRONT PARK AND HOTEL (325 EAST CABRILLO BOULEVARD):

- A 150 room luxury hotel with a 147 seat formal dining room, 52 seat lounge, 167 seat outdoor dining area, 2,200 s.f. banquet room, 1,525 s.f. of meeting rooms, 5,000 s.f. second floor outdoor terrace for special events, 612 s.f. of retail use and a guest health facility with 245 underground parking spaces on a 3.0 acre site and an offsite parking agreement with Fess Parker's Red Lion Resort to provide up to 100 additional parking spaces for special events; AND
- A 10.11 acre park with 63 parking spaces, of which 20 spaces will be provided offsite on a parcel northwesterly of the intersection of Santa Barbara and Mason Streets, a 32 "seat" carousel, water elements incorporating Laguna Channel, children's play areas and a pavilion for outdoor events. The Laguna Channel, a disturbed riparian habitat and coastal brackish marsh, will be restored and expanded. Approximately 504 s.f. of coastal brackish marsh will be removed and about 6,000 s.f. of brackish marsh and riparian habitat will be created or restored. The City Pump and Screen Plant, presently used for City offices, will be enlarged from its present 1,800 s.f. to 3,010 s.f. to provide offices for park staff, storage, a first aid station, food concessions, a public meeting room, public restrooms and recreation equipment rental.

Public restrooms will also be provided near the west end of the park as part of a proposed plaza area. An unsignalized pedestrian crossing is proposed across Cabrillo Boulevard approximately 1,000 feet east of Santa Barbara Street.

The 31,553 s.f. ice house was removed in 1991 and an existing 3,400 s.f. building used for manufacturing purposes and outdoor industrial storage area will be removed as part of the project. The net increase in onsite square footage will be 114,196 s.f. There are 186 trees existing: 98 are proposed for removal, 6 would be transplanted and 82 would remain. 441 new trees are proposed, for a net increase of 343 trees. The discretionary approvals required for the hotel and park site are:

1. Specific Plan Amendment to allow development of a hotel on Parcel B of Specific Plan No. 1 and to expand the land area of the Specific Plan to include APN 17-010-34 and a portion of 17-010-46 between Santa Barbara Street, the westerly edge of the existing Specific Plan area, Cabrillo Boulevard and the railroad tracks and other amendments (SBMC Chapter 28.08);
2. Modification of zoning regulations to allow the applicant to provide 245 parking spaces onsite and 100 parking spaces in the Red Lion parking lot for the hotel instead of the required 519 spaces (SBMC §28.90.100);
3. Conditional Use Permit for a parking lot in the HRC-2 zone for use by the proposed park (SBMC §28.22.040);
4. Coastal Development Permit for development in the Appeal Jurisdiction of the Coastal Zone (CDP92-0045) (SBMC §28.45.009); and
5. Development Plan Approval for 143,559 square foot hotel (with an 83,166 square foot underground parking area) and 5,835 square feet of new buildings and a 1,555 square foot existing building for the park (SBMC §28.87.300).

HOSTEL (33 WEST MONTECITO STREET):

A proposal to develop a 9,762 s.f., 75 bed hostel on a 0.55 acre site previously occupied by a 2,200 s.f. automobile service station. The discretionary approvals required for the hostel site are:

1. Modification of the zoning regulations to allow the first story of a two story building to encroach ten feet into the required 20-foot front yard setback on Montecito Street (SBMC §28.22.060);
2. Coastal Development Permit for development in the Non-Appealable Jurisdiction of the Coastal Zone (CDP92-0045) (SBMC §28.45.009); and
3. Development Plan Approval for a 9,762 square foot hostel (SBMC §28.87.300).

A Final Environmental Impact Report (ENV#92-0107) has been prepared and certified for the project and, prior to an action on the project, the Planning Commission must make findings pursuant to the California Environmental Quality Act Guidelines Section 15091. (J.M.H.)

**\*\* Approved Applications**

Miller/Johnson Vote: 4/3 (Blum, Hart, Secord)  
Assigned Resolution No. 048-93 \*\*

**\*\* Recommended to City Council  
That Application be Put to a Vote  
of the Citizens of Santa Barbara  
Hart/Blum Vote: 7/0 \*\***

**\*\* Sent Memorandum to City Council  
Requesting that It Abandon Collection  
of Parking Fees at the Beach Lots,  
Support Free Access to the Beaches, and Provide  
Mass Transit to the Beach Area \*\*  
Miller/Echt Vote: 6/1(Secord) \*\***

**VI. ADMINISTRATIVE AGENDA:**

A. Committee and Liaison Reports.

**\*\* No Reports Given \*\*\***

B. Action on the review and consideration of the item listed in I.B.2. of this Agenda.

**\*\* Approved as Amended  
Miller/Echt Vote: 6/0/1(Echt) \*\***

**VII. ADJOURNMENT:**

**\*\* Adjourned at 6:50 p.m. \*\***



Chair Joanne Miller  
Vice Chair Dan Secord  
Commissioner Marty Blum  
Commissioner Carole Echt

Commissioner Gregg Hart  
Commissioner James Johnson  
Commissioner Irma Unzueta

**PLANNING COMMISSION  
\*\* FINISHED AGENDA \*\***

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**CITY COUNCIL CHAMBERS  
CITY HALL - DE LA GUERRA PLAZA  
THURSDAY, APRIL 20, 1995  
1:00 P.M.**

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**I. NOTICES:**

**A. WEDNESDAY, APRIL 19, 1995**

**8:30 A.M.**

**630 GARDEN STREET  
Community Development Parking Lot**

The Planning Commission will visit the project sites scheduled for review at the Thursday Planning Commission meeting. No public testimony will be taken, but the public is invited to attend. Call 564-5470 for additional information.

**\*\* Site Visit Held \*\***

**B. THURSDAY, APRIL 20, 1995**

**12:15 P.M.**

**DE LA GUERRA PLAZA  
City Hall, Room 15, Upstairs**

The Planning Commission will meet informally with City Staff to discuss the following:

1. An update on status of long-range projects, new legislation, zoning enforcement items, status reports on previously-approved projects, and future agenda items.

**\*\* A Brief Update was Given \*\***

7. Two Modifications to allow walls greater than 3½ feet high within 50 feet of a street corner on the corners of Hope Avenue and La Rada and Hitchcock Way and La Rada (SBMC §28.87.170.3).

The Environmental Analyst has determined that the proposed project would not result in new significant impacts not previously considered, and pursuant to Section 15162 of the California Environmental Quality Act (CEQA) Guidelines, the cumulative effects of the revised project and the necessary mitigation measures have been adequately described in the Outer State Street Area Cumulative Traffic and Air Quality EIR, SB-143-85 (ENV94-0236). The Outer State Street Area Cumulative Traffic and Air Quality EIR SB-143-85 and the initial study for this project are available for review at the City Planning Division, 630 Garden Street. (LAO)

**\*\* Approved with Conditions as Amended;  
Hart/Secord Vote: 7/0  
Assigned Resolution No. 026-95 \*\***

**APPROXIMATE TIME: 2:45 P.M.**

**C. APPLICATION OF THE REDEVELOPMENT AGENCY OF THE CITY OF SANTA BARBARA, AFFECTING THE PROPERTY AT 12 EAST MONTECITO STREET, APN 33-051-16, HRC-2/SD-3 HOTEL/MOTEL AND RELATED COMMERCIAL ZONE/COASTAL ZONE, GENERAL PLAN DESIGNATION: HOTEL AND RELATED COMMERCE (MST95-0034)**

The project involves the construction of a two-story, 11,091 square foot youth hostel development. It will consist of 26 sleeping rooms with a total of 100 beds plus a manager's apartment, common rooms, and operational rooms. A total of 60 parking spaces is proposed in a surface parking lot, of which 33 spaces would be public parking operated by the City. The discretionary applications required for the project are:

1. Modification to allow the single-story portion of the two-story hostel building to be set back 10 feet instead of the required 20 feet from the Montecito Street property line, and to allow parking in a portion of this 10-foot setback (SBMC §28.22.060.1, 28.90.001.9);
2. Modification to allow the trash enclosure structure to be located in the front yard setback at Helena Avenue (SBMC §28.87.062 and 28.22.060.1);
3. Modification to allow the encroachment of two trellis/ pergola structures into the front yard setback along State Street (SBMC §28.87.062 and 28.22.060.1);

4. Conditional Use Permit for the public parking lot to be located in a HRC-2 zone (SBMC §28.22.035);
5. Development Plan Approval for the youth hostel and public parking area project (SBMC §28.87.300.A); and
6. Coastal Development Permit to allow the youth hostel and public parking area project described above in the Non-Appealable Jurisdiction of the Coastal Zone. CDP #95-0016 (SBMC §28.45.009.4).

The Planning Commission will consider approval of the Negative Declaration prepared for the project (ENV95-0050) pursuant to the California Environmental Quality Act Guidelines Section 15074. (MLD)

**\*\* Approved with Conditions as Amended;  
Johnson/Blum Vote: 6/0  
(Abstain: 1 (Secord)  
Assigned Resolution No. 027-95 \*\***

**V. ADMINISTRATIVE AGENDA:**

- A. Committee and Liaison Reports.

**\*\* Reports Given \*\***

- B. Report from the Chair, Vice Chair or Designated Alternate regarding the review of the decisions of the Modification Hearing Officer in accordance with SBMC §28.92.026.

**\*\* No Report Requested \*\***

- C. Action on the review and consideration of the items listed in I.B.2. of this Agenda.

**\*\* Approved as Amended;  
(Note that Nos. 2b, c, e, and f will be Considered  
at May 4, 1995 Meeting)  
Blum/Unzueta Vote: 6/0  
(Abstain: 1(Johnson; Absent: 1(Secord) \*\***

**VI. ADJOURNMENT:**

**\*\* Adjourned at 4:50 p.m. \*\***

- A. Prior to issuance of the Certificate of Occupancy, the Owner of the Real Property shall complete the following:
1. Repair any damaged public improvements (curbs, gutters, sidewalks, etc.) subject to the review and approval of the Public Works Department. Where tree roots are the cause of the damage, the roots are to be pruned under the direction of a qualified Arborist.
  2. The existing curb-cut shall be removed and replaced with curb cut and gutter, sidewalk, and/or parkway.
  3. Public improvements as shown in the improvement plans.
  4. The youth hostel and the park shall be shown to have been issued a Certificate of Occupancy as a prerequisite for issuance of the Certificate of Occupancy for the hotel.
  5. Provide commercial fire hydrants within 300 feet of the hotel. The hydrant shall be located within 300 feet of all exterior walls by way of access. They shall be provided with one (1) four inch (4") and two (2) two and one half inch (2½) outlets and shall have a fire flow in excess of 1250 gallons per minute.
  6. Provide an approved anti-backflow device placed on the property side of consumer's service pursuant to Santa Barbara Municipal Code Section 14.20.120. (Applied to fire line services or as determined by the Public Works Department).
  7. Place utilities underground from the transmission source and within the Real Property.
  8. The water well on the easterly end of the property shall be capped and abandoned in accordance with a permit issued by the Santa Barbara County Department of Environmental Health Services or successor agency.
  9. Security devices shall be installed, including secondary locks on doors and windows and solid-core exterior doors. Louvered windows on the first floor shall be prohibited. Said devices shall be in compliance with the Uniform Building Code and Fire Department Codes and shall be subject to the approval of the Chief of Building and Zoning.
  10. A Performance Bond or other method acceptable to the Community Development Director shall be provided to the Building Division for City park landscaping maintenance and assurance of adequate plant growth and health and maintenance of the water elements. Such Bond shall be for an additional period of 35 years from when the hotel is completed and shall be in the amount of \$125,000 annually, adjusted for inflation, to cover the cost of installation and replacement of the landscaping and

irrigation systems for the entire site in accordance with landscaping plans approved by the Historic Landmarks Commission and on file at the Building Division. Prior to the release of said Bond, the Building Division shall make an inspection of the Real Property and make a determination that the landscaping is in substantial compliance with the approved plans. If the landscaping is not in compliance, the Bond shall not be released and shall be extended for a period of time as determined by the Building Official.

11. Completion of traffic signals at the intersection of Cabrillo Boulevard, Coast Village Road and U.S. Highway 101 southbound on and offramps.

ORDINANCE NO. 4920

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF SANTA BARBARA AND AMERICAN TRADITION, A CALIFORNIA GENERAL PARTNERSHIP, FOR THE DEVELOPMENT OF A REDEVELOPMENT PROJECT CONSISTING OF A PUBLIC PARK, A LUXURY HOTEL, AND RELATED MITIGATION MEASURES AND MAKING THE NECESSARY FINDINGS REQUIRED BY LAW AND IMPOSING THE NECESSARY DEVELOPMENT CONDITIONS REQUIRED BY THE CITY

WHEREAS, Government Code Sections 65864-65869.5 authorize local agencies to enter into a binding Development Agreement (as such agreements are defined by Government Code §§65864-65869.5) with a property owner for the development of property in order to give assurances to the property owner and the City that, once approved under the applicable planning and zoning codes, a development project can proceed in accordance with existing land development policies, rules and regulations.

WHEREAS, Government Code Section 65869 specifically provides that a statutory development agreement need not be approved by the state Coastal Commission for any development project located in an area for which a local coastal program is required so long as the required local coastal program has been certified pursuant to the Coastal Act by the Coastal Commission prior to the date the development agreement is approved by the local agency.

WHEREAS, the City of Santa Barbara's Local Coastal Program was certified by the state Coastal Commission on November 12, 1986 and duly amended from time to time since then.

WHEREAS, under the Santa Barbara City Charter, the City exercises control over municipal affairs, including the land development process, and has the authority to enter into development agreements for purposes consistent with the public health, safety and general welfare.

WHEREAS, California Health and Safety Code Section 33220 (a provision of the California Community Redevelopment Law) provides, that a City may enter into a "cooperation agreement" with a redevelopment agency "for the purpose of aiding and cooperating in the planning, undertaking, construction or

operation of redevelopment projects located within the area in which it is authorized to act in the planning, undertaking, construction, or operation of redevelopment projects . . . . "

WHEREAS, the recitals of the attached Development Agreement (A through R) between the City of Santa Barbara and American Tradition, a California general partnership, hereinafter referred to as the "Parker Family," (the "Development Agreement") are a complete and accurate recitation of the review conducted for and consideration given the Project (as defined in the Development Agreement) by the City, the Redevelopment Agency and the Parker Family and such recitals are incorporated herein by this references as though fully set forth herein.

WHEREAS, pursuant to and in furtherance of the goals expressed in the Development Agreement, the City is entering into the Development Agreement concurrently with and in full consideration of several other agreements by and between the Agency and the Parker Family which agreements are as follows (and hereinafter referred to as the "Project Agreements"): 1. the Escrow Agreement by and between the Agency and the Parker Family, 2. the Reimbursement Agreement by and between the Parker Family and the Agency (hereinafter the "Reimbursement Agreement"), 3. the First Amended and Restated Option Agreement by and between the Parker Family and the Agency, 4. the Declaration of Construction and Operating Covenants and Reciprocal Easements by and between the Agency and the Parker Family (hereinafter referred to as the "Declaration"), 5. the Grant Deed with Power of Termination granting certain land to the Agency for use as a public park subject to an express power of termination.

THE COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Unless the context otherwise requires, the capitalized terms used in this ordinance shall have the meanings defined in the Declaration and the other Project Agreements and such meaning shall be equally applicable to both the singular and plural forms.

**SECTION 2.** The City Council finds and determines with respect to the Project as follows:

**A. CEQA FINDINGS.** The following environmental findings and determinations are made pursuant to and in accordance with the California Environmental Quality Act (Public Resources Code §§ 21000 - 21178.1):

- a. The City Council read and considered the Waterfront Park, Hotel and Youth Hostel EIR (ENV92-0107) and its Addendum dated June 8, 1995.
- b. The Waterfront Park, Hotel and Youth Hostel EIR identifies significant unavoidable traffic,

parking, air quality, noise and vibration and visual resources impacts as a result of the park and hotel. No feasible mitigation measures have been identified which could reduce the parking, air quality, noise and vibration or visual resources impacts to a less than significant level. The traffic impact on the Cabrillo/101 Ramps intersection can be mitigated by its signalization or redesign into a roundabout configuration. However, neither the Redevelopment Agency nor the Parker Family has enough funds available to do all of the required improvements at the time of park construction. This particular improvement is more closely based on Hotel impacts than the other required improvements. The hotel generates 80% to 90% of the peak hour impacts generated by the total project at the intersection. Overall, the Hotel generates about 70% of the Friday P.M. Peak Hour Trips (PHTs) and 55% of the Sunday P.M. PHTs.

- c. Changes and/or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the following significant effects identified in the EIR: short-term air quality impacts, short and long term traffic and noise impacts, long term visual resources impacts, biological resources impacts, risk of upset impacts and hazardous materials impacts, as follows:
- (1) Construction-related traffic and parking impacts will be mitigated by requiring a truck routing plan to be prepared and implemented which includes avoidance of impacted intersections and peak traffic hours and reduction of conflicts between trucks and other traffic through the provision of a towing lane. In addition, a construction parking plan will be required.
  - (2) Operational traffic impacts will be mitigated by requiring that the Carpinteria Street access be limited to right turns only, that the median be redesigned on Salsipuedes Street and that Salsipuedes Street be extended across the railroad tracks, that a traffic signal be installed at the intersection of Cabrillo Boulevard and U.S. Highway 101 at the time the Hotel is constructed and that a Transportation Demand System be submitted, approved and implemented.

- (3) Operational parking impacts for the Park will be mitigated in the long term by the extension of Garden Street and the resulting expansion and redesign of the Santa Barbara Street public parking lot.
- (4) Operational parking impacts for the Hotel will be mitigated by the provision of 100 additional parking spaces either in the Red Lion Resort parking lot or in a lot adjacent to the proposed hotel immediately north of the railroad tracks.
- (5) Construction-related noise and vibration impacts will be mitigated by the requirement that all construction equipment is required to be well maintained with functional mufflers, construction activity is limited to weekdays between 8 AM and 5 PM and if a method other than a pile-supported method is used.
- (6) Long term noise impacts on the Park, Hotel and Hostel will be mitigated by the construction of an acoustical barrier along the northerly edge of the Park, the use of closed, acoustically upgraded window assemblies and ventilation for all Hotel and Hostel windows and because the Hostel will not include any balcony along the northerly side of the building.
- (7) Long term visual impacts on views will be mitigated by protecting all existing views of the Riviera and mountains except for those blocked by the proposed Hotel and by prohibiting windrowing of trees.
- (8) Impacts on the cliff aster, a sensitive plant species, will be mitigated by including the cliff aster in the landscape plan along the northerly edge of the Project where Monterey shale is present.
- (9) Impacts on the Project resulting from train derailment will be mitigated by requiring the preparation and implementation of an emergency response plan, posting safety procedures and evacuation routes throughout the development, constructing buildings of fire retardant materials and installing sprinkler systems, by requiring that the rear wall of the fire lane behind the proposed hotel be constructed to provide optimum damage resistance and requiring that the

project comply with all risk of upset provisions of the Specific Plan.

- (10) Impacts on the Project related to contamination of the park and hotel site and the area of the Salsipuedes Street extension will be mitigated by completing and implementing a Phase II site remediation plan.
- (11) Impacts on the Project related to storage of hazardous materials on site will be mitigated by requiring that all hazardous materials be stored in compliance with local, State and Federal regulations.

d. Specific economic, social or other considerations make infeasible the Project alternatives identified in the Final EIR for the following reasons:

- (1) The other sites considered in the EIR are not available to the applicants and have the potential for significant environmental impacts.
- (2) The Environmentally Superior Alternative will not allow for the provision of annual maintenance funding by the Hotel applicant to provide for a more extensive and active Park with more facilities available to both residents of and visitors to Santa Barbara.
- (3) The Environmentally Superior Alternative would not provide the additional 0.4 acres of Park space proposed by the Redevelopment Agency and the Parker Family with development of the Hotel.
- (4) The Environmentally Superior Alternative would not lead to the construction of the Hostel, but would only provide the land and funds for engineering, design and permit processing of the Hostel. This would be less consistent with the Local Coastal Plan in that the lower income-serving visitor use would not be available at the same time the Project is completed.
- (5) The Environmentally Superior Alternative may have a negative impact on other existing visitor-serving retail and restaurant businesses whereas the Hotel may generate business for such existing businesses.

- (6) The Hotel will provide substantially greater tax revenues to the City than would the Environmentally Superior Alternative. In a time of budget deficiencies, this is an important consideration, especially when coupled with the provision and development of a significant public park space.

**B. CEQA STATEMENT OF OVERRIDING CONSIDERATIONS.** The following statement of overriding considerations are adopted:

1. The City Planning Commission and, after a full consideration of the above-stated findings and the following considerations, the City Council has balanced the benefits of the Project against the unavoidable environmental impacts and has concluded that the benefits of the project outweigh the significant short term parking impact for the Park, the impacts on the Cabrillo/Highway 101 intersection until such time as the Hotel is built, the short term air quality impacts, the short and long term noise impacts and the short term visual resources impacts sufficiently to justify approval of the Project. The Planning Commission made (and the City Council hereby adopts) the following Statements of Overriding Considerations which support approval of the Project notwithstanding the identified impacts that are not mitigated:

- a. Salsipuedes Street will be extended across the railroad tracks and paid for by the Hotel developer, the Redevelopment Agency, the City, ISTEPA funds and other future developers in the area, which will not only mitigate this and other projects' impacts on the Milpas Street/U.S. 101 intersections, but will also improve overall traffic circulation in the area.
- b. The Cabrillo Boulevard/U.S. 101 intersection will be signalized and paid for by the Hotel developer and the Redevelopment Agency at the time the Hotel is constructed, which will not only mitigate this and other projects' impacts on this intersection, but will improve overall traffic circulation in the area until such time as the California Department of Transportation constructs permanent improvements to that intersection.
- c. A total of 4.943 acres of park land will be deeded to the Redevelopment Agency by the Parker Family under the Grant Deed subject to the Power of Termination and, eventually, by the Agency to the City of Santa Barbara. Funds for Park maintenance will be provided through a public benefit assessment lien applicable to the Hotel Parcel at the rate of \$62,500 per year until such time as

the Hotel is constructed. If the Hotel is constructed within the term of the Development Agreement, the annual public assessment lien against the Hotel Parcel will provide funds for maintenance at the rate of \$125,000 per year (adjusted annually) for 35 years from the date of Hotel completion.

- d. A 100 bed youth Hostel will be constructed by the Parker Family or its successor in interest prior to the construction of the Hotel, which Hostel will provide low cost, visitor-serving lodging in the Waterfront Area. Without this Project and under the previous Specific Plan applicable to the Site, only the land for such a hostel would be dedicated and funds set aside for design, engineering and permit processing of such a hostel.
- e. The Hotel and, to a lesser degree, the Hostel will directly generate transient occupancy tax revenues for the City of Santa Barbara and the Hotel will (and the Hostel may) directly generate property tax revenues to the local property taxing entities.
- f. Guests of the Hotel and the youth Hostel will spend money in the City and the surrounding community which will indirectly generate additional sales tax and other tax revenue, while not creating substantial new retail facilities that will compete with other existing local businesses.
- g. The property tax revenues generated by the Hotel may allow the Redevelopment Agency to generate funds to pay for the costs of developing a high quality public Park.
- h. The Redevelopment Agency and the Parker Family have agreed to provide \$90,000 to the Santa Barbara County Air Pollution Control District to either retrofit three existing buses to low emission fuels or to contribute funding to the matching funds provided by the APCD to meet ISTEA funding to purchase five new buses for the Clean Air Express Commuter Service or to provide needed operating funds. In addition, the Hotel will be required to participate in any shuttle pass program developed in cooperation with the Metropolitan Transit District for the electric shuttle. This will result in mitigating the long term air quality impacts from nitrogen oxide and reactive organic gas emissions and short term air quality impacts from nitrogen oxide emissions to

acceptable levels. In addition, the provision of additional Clean Air Express Commuter Service buses will reduce the amount of traffic in the South Coast area.

- i. The proposed Project will provide an important expansion and completion of the park space in the Waterfront Area and will provide an attractive Hotel that will be an important focal point along Cabrillo Boulevard.
- j. The Project will complete a pedestrian linkage along the north side of Cabrillo Boulevard through the development of the Park and the completion of a pedestrian sidewalk in front of the Cabrillo Ball Field between Calle Puerto Vallarta and Milpas Street. This pedestrian linkage will also help to mitigate the short term parking impact by improving access to the park area from other parts of the Waterfront Area park system.
- k. The Project will provide a safe pedestrian crossing across Cabrillo Boulevard at Carpinteria Street through the provision of a signalized crosswalk or pedestrian over-crossing or under-crossing.
- l. The Project will provide traffic mitigation measures above and beyond the impact generated by the Project itself and will pay for all of the costs in the case of the Cabrillo/U.S. 101 intersection signalization and a substantial portion of the local costs in the case of the Salsipuedes Street extension. In addition, the Hotel will participate in any shuttle pass program developed to encourage tourists, especially Hotel guests, to use the shuttle.
- m. The Park will be constructed, starting within approximately one year from the date of the adoption of this ordinance, rather than being delayed to coincide with Hotel construction. With the exception of the improvements at the Cabrillo/Highway 101 intersection and a portion of the payment to the Air Pollution Control District, all of the improvements necessary to mitigate impacts that are related to both construction of the Park and Hotel will be completed at the time of Park construction.

**C. FINDINGS FOR THE DEVELOPMENT AGREEMENT.** The following findings are made with respect to the Development Agreement as required by Government Code Section 65864 - Section 65869.5):

1. The Development Agreement is consistent with the General Plan and the applicable specific plan; and
2. The Development Agreement is in substantial conformance with public necessity, convenience, general welfare and good zoning practices; and
3. The Development Agreement provides assurances to the Hotel developer of the right to develop a Hotel and Hostel in accordance with the terms of the Development Agreement and that adequate consideration is provided to the City, in that early completion of the public park, street and circulation improvements (particularly Park improvements) and delay of the private improvements will provide for a more orderly and timely mitigation of traffic and air quality impacts.

**D. FINDINGS APPLICABLE TO THE PARK AND HOTEL WITH RESPECT TO SANTA BARBARA MUNICIPAL CODE CHAPTERS 28.22, 28.45 AND 28.87.** The following findings and determinations in connection with the City's own Title 28 requirements for the review and approval this Project:

1. For the Coastal Development Permit:

This Project is consistent with the provisions of the Local Coastal Plan, the Coastal Act and all applicable guidelines, as follows:

- a. Recreation Policies 3.1 and 3.2 will be met because the land used for park purposes will be zoned PR, Park and Recreation, and all of the park land will be dedicated in fee to the City of Santa Barbara.
- b. Recreation Policies 3.3 and 3.4 will be met because the new park land provided will exceed the demand generated by the proposed Project and the park land will include pedestrian walkways, bike facilities and other amenities to limit circulation impacts, as well as the extension of Salsipuedes Street across the railroad tracks.
- c. Recreation Policies 3.6 and 3.13 will be met by the provision of additional parking and park land north of Cabrillo Boulevard.
- d. Recreation Policy 3.7 will be met because the Parks and Recreation Department will be in charge of scheduling events in the Park as they are for other park areas in the Waterfront Area and will continue to coordinate events so that traffic and circulation congestion will not increase.

- e. Recreation Policy 3.8 will be met because the City has considered the relocation of the Arts and Crafts Show and has concluded that it is not appropriate at this time.
- f. Visitor-Serving Policy 4.1 has been met because Park and Hotel portions of the Site are zoned HRC-2, Hotel and Related Commerce 2.
- g. Visitor-Serving Policy 4.2 will be met because the Historic Landmarks Commission has and will continue to review the Project for compatible architectural design, the Project will be consistent with the Visual Quality policies, as discussed below, and will provide public view corridors, open spaces and pedestrian walkways and facilities. The Hotel provides adequate off-street parking to meet its demand, as will the Park when the Garden Street extension is completed.
- h. Visitor-Serving Policy 4.4 will be met because the proposed Hotel will provide a high-end luxury hotel not previously available in Santa Barbara and construction of the youth Hostel will provide lodging facilities for lower income visitors rather than merely providing land and funding for design, engineering and permit processing as previously required under the approval of the original Specific Plan for the Site and the approval of the Red Lion project. In addition, 0.4 acres of additional park land will be dedicated and the Park will be fully improved as a public park with public recreational facilities and not merely open-space as previously required under the original Specific Plan.
- i. Visitor-Serving Policy 4.6 has been met due to the existence of the Specific Plan that addresses the opportunities and issues raised by the Site. Approval of the Hotel and Park will not affect the requirement that priority uses be visitor-serving and recreational in nature.
- j. Housing Policy 5.5 will be met because the Redevelopment Agency will use at least 20% of the tax increment monies accruing to the Agency from this Project to assist in the construction of low and moderate income affordable housing.
- k. Water and Marine Environments Policies 6.1, 6.8 and 6.9 will be met because the riparian and wetlands habitats associated with Laguna Channel will be protected, restored and expanded by the proposed Project.

- l. Water and Marine Environments Policy 6.10 will be met because native vegetation will be used as a setback and buffer between the creek banks and any proposed improvements of the Project.
- m. Water and Marine Environments Policy 6.11 will be met because there will be no channelization or other substantial alteration of Laguna Channel.
- n. Visual Quality Policy 9.1 will be met because existing views to, from and along the coastal area will be protected through the dedication of land for parks and open space and the protection of the existing corridors therein and the setbacks of the Hotel's first, second and third stories from Cabrillo Boulevard.
- o. Visual Quality Policies 9.3 and 9.5 will be met because all existing and proposed utilities will be undergrounded and all parking facilities will be screened from public view as recommended by the Scenic Highways Element.
- p. Public Services Policy 11.2 will not apply to this Project because the Crosstown Freeway improvements have been completed.
- q. Public Services Policies 11.5 and 11.7 will be met in the long-term because all of the parking required to meet the parking demands for both the Park and the Hotel will be provided and the parking spaces lost within the Carpinteria Street right-of-way will be replaced.
- r. Public Services Policy 11.11 will be met because Transportation Demand Management measures will be required for Hotel employees and shuttle services to and from the airport and train station will be provided for Hotel guests.
- s. Public Services Policy 11.15 will be met because pedestrian movement and safety will be provided for in the circulation pattern of the proposed Park and access to the beach will be provided by a safe pedestrian crossing at Carpinteria Street. In addition, a continuous pedestrian walkway will be provided along the north side of Cabrillo Boulevard due to the pedestrian access provided on the Project site and along the frontage of Cabrillo Ball Field between Calle Puerta Vallarta and Milpas Street.
- t. Land Use Policy 12.1 will not apply to this Project because the Crosstown Freeway improvements have been completed.

- u. Land Use Policy 12.2 will be met because this Project will contribute to the Openness, Lack of Congestion, Naturalness and Rhythm of the Waterfront Area.

2. For the Development Plan:

- a. With the approval of the modification of parking requirements for the hotel, the proposed Project will comply with all provisions of the Zoning Ordinance.
- b. The proposed Project is consistent with the principles of sound community planning as evidenced by its consistency with the Local Coastal Plan as stated above.
- c. The proposed Project will not have a significant adverse impact on the neighborhood's aesthetics/character in that the size, bulk and scale of the development will be compatible with the neighborhood as evidenced by the Project's consistency with the Visual Quality policies of the Local Coastal Plan as stated above.
- d. The proposed Project will not have a significant unmitigated adverse impact upon City and South Coast housing stock because the Redevelopment Agency has taken and will take those steps necessary to mitigate the adverse housing impacts caused by this Redevelopment Project as such mitigation measures are required by state Health & Safety Code Section 33334.2 and Section 33334.6.
- e. The proposed Project will not have a significant unmitigated adverse impact on the City's water resources because the City's water demand of approximately 11,200 AFY is substantially less than its supply of 16,500 AFY and this Project will have a demand of 25.72 AFY of potable water and 14.31 AFY of reclaimed water, for a total water use of 40.03 AFY.
- f. The proposed Project will not have a significant unmitigated adverse impact on the City's traffic because Salsipuedes Street is required to be extended across the railroad tracks which will divert enough existing traffic from the Milpas Street/U.S. 101 intersections that the increase in traffic cause by the project at those intersections will be offset and the Cabrillo Boulevard/U.S. 101 intersection will be required to be signalized which will improve the traffic level of service and volume to capacity ratio at that intersection. The Cabrillo/Highway 101

intersection will not be improved until such time as the hotel is constructed. However, the Park has been declared a Community Priority by the City Council and traffic impacts may be overridden for such projects. A Statement of Overriding Considerations for this traffic impact is outlined above.

- g. Resources will be available and traffic improvements will be in place at the time of Project occupancy because the extension of Salsipuedes Street is already funded and approval of the railroad crossing by the California Public Utilities Commission will be required prior to issuance of building permits for the Project and the applicants have agreed to pay for the signalization of the Cabrillo Boulevard/U.S. 101 intersection, the California Department of Transportation ("CalTrans") has already indicated its acceptance of this proposal and final approval of the design and encroachment permits will be required from CalTrans prior to issuance of building permits for the Hotel. In addition, both the extension of Salsipuedes Street and the signalization of the Cabrillo Boulevard/U.S. 101 intersection will be required prior to issuance of the Certificate of Occupancy for the Project. The Cabrillo/Highway 101 intersection will not be improved until such time as the Hotel is constructed. However, the Park has been declared a Community Priority by the City Council and traffic impacts may be overridden for such projects. A Statement of Overriding Considerations for this traffic impact is outlined above.

**SECTION 3. CONDITIONS OF APPROVAL.** As determined by the City Planning Commission and as modified herein, the following conditions of approval for Waterfront Park and Hotel are imposed as conditions of the Project (hereinafter referred to as the "Conditions of Approval"):

**PHASE I - CONSTRUCTION OF THE PARK:**

The following Conditions of Approval shall be complied with at such time as Phase I (i.e., the Park phase) is developed:

- A. Prior to the issuance of any building permit for the Park, the following conditions shall be imposed on the use, possession and enjoyment of the real property of which the Park will consist (hereinafter the "Park Real Property") and shall be recorded by the Redevelopment Agency (hereinafter the "Agency") in a written instrument which shall be reviewed as to form and

content by the City Attorney and Community Development Director (which "written instrument" may be one or more of the Project Agreements and need not be a separate agreement):

1. The Agency shall provide for the flow of water through the Park Real Property including, but not limited to, swales, natural water courses, conduits and any access road, as appropriate. The Agency shall be responsible for the adequacy of any drainage facilities and for the continued maintenance thereof in a manner which will preclude any hazard to life, health, or damage to the Park Real Property or any adjoining property.
2. No recreational vehicles, boats or trailers shall be stored on the Park Real Property.
3. The Agency shall comply with the Landscape Plan as 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 Park Real Property shall be provided and maintained in accordance with said landscape plan.
4. The development of the Park Real Property approved by the Planning Commission on August 19, 1993, is limited to 10,197 gross sq. ft. of building area for the park and the improvements shown on the Park Development Plan.
5. Exterior lighting, where provided, shall be of low intensity in order to promote safety, but shall not impose on adjacent properties and uses. Minimal floodlighting shall be allowed in the park. Additional floodlighting shall be prohibited unless authorized on a temporary basis by the Parks and Recreation Director. Lighting shall be directed toward the ground.
6. The existing 88 trees shown on the Park Development Plan to remain shall be preserved, protected and maintained. During construction, protection measures shall be provided, including but not limited to fencing of the area surrounding the drip-line of the trees. Should any of the 88 trees to be retained be damaged during construction and require removal, they shall be replaced on-site on a three to one basis, subject to approval by the Historic Landmarks Commission.
7. The owner/operator of the Hotel site shall contribute \$62,500 annually until the Hotel is constructed towards the cost of maintaining the

Park. This annual contribution shall be secured by a public benefit assessment lien against the Hotel Real Property.

8. Upon completion of the hotel, the owner/operator of the hotel shall contribute \$125,000 annually for an additional 35 years, indexed annually for inflation based on the Consumer Price Index-Urban Wage Earners and Clerical Workers (Los Angeles-Anaheim-Riverside, CA, All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics towards the maintenance of the Park in accordance with the Declaration. This annual contribution shall be secured by a public benefit assessment lien against the Hotel Real Property.

9. The roof peak of the buildings shall not exceed a height of 45 feet above the grade at the time of submittal.

10. The following vehicle use dis-incentive shall be incorporated into the project to reduce traffic impacts caused by the park. Such provision shall be included in the lease/rental agreements of any future tenant as a required "Transportation Management Plan." A copy of the clause in the lease/rental agreement needed to comply with this condition shall be provided to the Community Development Director and Transportation and Parking Manager:

Items for sale in the concession area near the pump and screen plant shall include common sundries that might be wanted by park and beach users in the area which might include sunscreens, tissues, magazines or other items for which a demand is determined to exist.

11. The owner shall record an agreement, subject to the approval of the Community Development Director and the City Attorney, which indicates that the approved park uses are a visitor serving use exclusively available to the general public. The deed restriction shall also specify that conversion of any portion of the approved facilities to a private or member only use or the implementation of any program to allow extended or exclusive use or occupancy of the park facilities by an individual or limited group or segment of the public is not authorized and would require an amendment or new coastal development permit.

12. A temporary hedge or other planting or natural

screening shall be installed and maintained around the hotel parcel until such time as it is developed as an interim use that includes its own landscaping or the hotel is constructed. Any existing use that is relocated on this site shall be properly fenced. Screening shall be reviewed by the Police Department Crime Analyst to assure that it is designed and installed to reduce the potential number of calls for police service.

B. The Agency shall submit the following or evidence of completion of the following to the Public Works Department prior to the issuance of a Building Permit for the Park:

1. Improvement plans for construction of improvements on Salsipuedes Street, Santa Barbara Street and Cabrillo Boulevard. As determined by the Public Works Department, the improvements shall include but not be limited to curbs, gutters, sidewalks, asphalt/concrete pavement on aggregate base, underground utilities, street lights with underground wiring, appropriate directional and regulatory traffic control signs, traffic signals, pavement striping and marking, curb sandblasting and/or painting and stenciling, sewer system, water system, and adequate positive drainage. Prior to or at the time the Hotel is constructed, said Salsipuedes Street improvements shall include shortening the median and providing a left turn lane to store vehicles entering the Hotel. The improvement plans shall be prepared by a registered Civil Engineer and reviewed and signed by the City Engineer. Approval of the at-grade crossing of the Southern Pacific Railroad at Salsipuedes Street from the California Public Utilities Commission and funding of the improvement shall be required prior to issuance of the Building Permit for the Park.
2. Improvement plans for construction of either a signalized pedestrian crosswalk, a pedestrian under-crossing or a pedestrian over-crossing across Cabrillo Boulevard at Carpinteria Street. As determined by the Public Works Department and CalTrans, the improvements shall include, but not be limited to, regulatory traffic control signs, traffic signals and pavement striping and marking. The improvement plans shall be prepared by a registered Civil Engineer and reviewed and signed by the City Engineer. The improvement plans shall be approved by Cal Trans prior to issuance of the Building Permit.

3. Improvement plans for construction of a sidewalk along the northerly side of Cabrillo Boulevard between Calle Puerto Vallarta and Milpas Street. As determined by the Public Works Department, the improvements shall include but not be limited to sidewalks, asphalt/concrete pavement on aggregate base. The improvement plans shall be prepared by a registered Civil Engineer and reviewed and signed by the City Engineer. Said sidewalk location and design shall be subject to approval by the Historic Landmarks Commission and the Parks and Recreation Department.
4. An engineered drainage plan.
5. The Lagoon shall be redesigned so that the east-west sewer line is not under the lagoon at any point and the north-south sewer line has a minimum length under the Lagoon. No manholes shall be under or within the Lagoon. Water drained from the Lagoon shall be piped to the wastewater treatment plant unless otherwise approved by the Regional Water Quality Control Board. Water entering the Lagoon shall be pretreated, as necessary, to ensure that water quality is compatible with the wetland/riparian species along the Lagoon edges. Water treatment, circulation and drainage shall be designed in consultation with an expert in wetlands creation, restoration and management. Lagoon depth shall be limited to eighteen inches (18") within six feet (6') of any edge or bank accessible to the public.
6. A structural engineer's analysis. All recommendations shall be incorporated into the plans.
7. Executed Agreement for Land Development Improvements (in the form of a "Cooperation Agreement between the Agency and the City) and improvement security acceptable to the City for construction of improvements in a form satisfactory to the City Attorney.
8. Dedicate or offer to dedicate:
  - a. All street purposes along Salsipuedes Street in order to establish an 84-foot wide public right of way.
  - b. All street purposes along the extension of Garden Street from the Southern Pacific Railroad tracks to Cabrillo Boulevard in order to establish a 104-foot wide public right of way.

- c. Park land outside the 3.0 acre area of the hotel parcel defined on the Development Plan in accordance with the Declaration.
  9. Encroachment permits from other jurisdictions (State, Flood Control, County, etc.) for the construction of improvements (including any required appurtenances) within their rights of way or easement.
  10. Removal or relocation of any public utilities, structures, or trees must be performed by the Owner or by the person or persons having ownership or control thereof. Removal and relocation must be accomplished at no expense to the City.
  11. Parking provided for the Park within the Park area and at the southwesterly corner of Mason and Santa Barbara Streets shall be free to Park users.
  12. Evidence of an executed agreement for land acquisition by the City through dedication or other means (in the form of a "Cooperation Agreement" between the Agency and the City) of the Garden Street right of way between Yanonali Street and the railroad tracks or submittal of a plan to provide 21 parking spaces in other public parking lots in the Waterfront Area. In either case of the Garden Street extension or parking in another location, the 21 additional parking spaces shall be provided within five years of completion of the Park.
- C. The following is subject to the review and approval of the Historic Landmarks Commission (HLC):
1. The landscape and grading plans shall include the following tree protection measures:
    - a. Fencing or protective barriers around the drip-line of the 88 trees to remain during construction.
    - b. Landscaping under the tree(s) that is compatible with the preservation of the tree(s).
    - c. A qualified Arborist, acceptable to the City Arborist, shall be present during any excavation adjacent to or beneath the drip-line of the tree(s) which is/are required to be protected.
    - d. Any roots encountered shall be cleanly cut.

- e. The tree(s) shall be thinned as needed in accordance with recommendations of a qualified Arborist acceptable to the City Arborist.
  - f. Any root pruning and trimming shall be done under the direction of a qualified Arborist acceptable to the City Arborist.
2. Textured or colored pavement shall be used in areas of the park to minimize the visual effect of the expanse of paving.
  3. Exterior lighting, where provided, shall be of low-intensity in order to provide aesthetically pleasing lighting which promotes safety, but does not impose on adjacent properties and uses. All lighting shall be energy-efficient lighting of a type other than incandescent, except as determined to be impractical by the Community Development Director.
  4. A trash enclosure shall be provided on the Park Real Property and screened from view from surrounding properties and the street. Such structure shall be located at least five (5) feet from any building or shall otherwise meet Fire Code requirements.
  5. Prior to Final Approval, the Parks & Recreation staff shall meet with the City Police Department Crime Analyst to determine how lighting, locking mechanisms, egress and fencing can be designed and installed so as to reduce the potential number of calls for police service from users of the Park Real Property.
  6. The anti-backflow devices for fire sprinkler systems shall be provided in a location screened from public view or included in the exterior wall of any structure.
  7. New skyline trees shall not be planted within the existing view corridors delineated in the EIR nor shall such trees be planted in windrows. Skyline trees and view corridors shall be designated on the landscape plan.
  8. Cliff asters shall be included in the landscape plan for the area along the northern edge of the park site within areas containing Monterey Shale, subject to review, approval and supervision by a qualified botanist or biologist.
  9. The Laguna Channel and Lagoon areas of the park

shall be planted with native wetland/riparian plant species. Planting shall be designed to discourage access to the water by the public. The design of the restoration and planting of these wetland/riparian areas shall be subject to review, approval and supervision by a qualified botanist or biologist who is an expert in wetlands creation, restoration and management.

10. A temporary hedge or other plantings or natural screening shall be installed and maintained around the hotel parcel until such time as it is developed as an interim use that includes its own landscaping or the hotel is constructed. Any existing use that is relocated on this site shall be properly fenced. Screening shall be reviewed by the Police Department Crime Analyst to assure that it is designed and installed to reduce the potential number of calls for police service.

The Agency shall complete the following prior to the issuance of building permits for the Park:

11. The final details of the Mitigation Monitoring Program shall be reported back to the Planning Commission upon approval of the MMP by City Council and the Project Environmental Coordinator (PEC) shall report periodically to the Planning Commission on the progress of the MMP. Mitigation monitors responsible for permit compliance monitoring must be hired. The Park's mitigation monitors shall include, but not be limited to, a PEC. The Environmental Analyst shall have the authority to resolve any disputes which may arise between the PEC and the General Contractor. The PEC will be responsible for monitoring daily activities, enforcement of permit compliance conditions, presentation of mitigation monitor briefing sessions, maintaining contact with the Owner(s), the Environmental Analyst, and the public, as well as issuing Environmental Quality Control Reports. This program may be coordinated with the ones for the hostel at 12 E. Montecito Street and the hotel. Such reports must be submitted to the Owner(s) and the Environmental Analyst. The mitigation monitoring program shall include, but not be limited to:
  - a. A list of the project's mitigation measures.
  - b. An indication of the frequency of the monitoring of these mitigation measures.
  - c. A schedule of the monitoring of the mitigation measures.

- d. A list of reporting procedures.
  - e. A list of the mitigation monitors to be hired.
12. A qualified archaeologist shall be present during all ground disturbing activity associated with the proposed Park project site, including but not limited to, grading, excavation, brush removal and ground clearance, demolition of buildings and removal of pavement. In the event that prehistoric or historic features, artifacts or other remains are encountered, all work in the area of the find shall be halted until the nature and significance of the find can be determined and the Environmental Analyst shall be notified. If the findings are potentially significant, a Phase 3 recovery program shall be prepared and accepted by the Environmental Analyst and the Historic Landmarks Commission. That portion of the Phase 3 program which requires work on-site shall be completed prior to continuing construction in the affected area. If prehistoric or other Native American remains are encountered, a Native American representative shall be contacted and shall remain present during all further subsurface disturbance in the area of the find. A final report on the results of the archaeological monitoring shall be submitted to the Environmental Analyst within 180 days of completion of the monitoring and prior to the issuance of the Certificate of Occupancy.
13. Payment of the necessary fees as follows:
- a. Air pollution off-site offset fee of \$36,000, payable to the Santa Barbara County Air Pollution Control District (APCD), designated for use in support of the Clean Air Express Commuter Bus Program, for one of the following purposes:
    - (1) Inclusion in matching funds necessary to receive a government grant for the purchase of new low emissions buses; or
    - (2) Retrofitting of existing diesel-powered buses with electric or other low emissions engines; or
    - (3) Operating expenses for the program.

In the event that the Clean Air Express Commuter Bus Program ceases, any unspent funds shall revert to the City and shall be

used to increase operating hours, decrease headways or expand routes for the electric shuttle.

14. A construction conference shall be scheduled by the Park General Contractor. The conference shall include representatives from the Public Works Department, Parks and Recreation Department, Building Division; Planning Division, the Project Environmental Coordinator, the Property Owner and Contractor. The following information shall be specified on the construction plans submitted for building permits:
  - a. The Mitigation Monitoring Plan and Conditions of Approval shall be reviewed at the Construction Conference.
  - b. Construction-related truck trips shall not be scheduled during peak hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.) to help reduce truck traffic on adjacent streets and roadways.
  - c. The route of construction-related traffic established to minimize trips through surrounding neighborhoods. Neither the Cabrillo Boulevard/U.S. 101 or the Milpas Street/U.S. 101 interchanges shall be used for truck traffic.
  - d. Construction prohibited on Saturday, Sunday, Holidays, and between the hours of 7:00 p.m. and 7:00 a.m.
  - e. During construction, queuing trucks shall queue on-site and a brief traffic lane shall be designated along Cabrillo Boulevard. In addition, a traffic control person shall assist in directing traffic when trucks are entering Cabrillo Boulevard.
  - f. Construction parking provided as follows:
    - (1) 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 Community Development Director.
    - (2) On-site or off-site storage shall be provided for construction materials and equipment, storage of construction materials within the public right-of-way is prohibited.

- g. Regular water sprinkling schedule during site grading and the transportation of fill materials, using reclaimed water whenever the Public Works Director determines that it is reasonably available. Water sprinkling shall be done in sufficient quantities to prevent dust from leaving the site and to create a crust after each day's activities. Said system shall keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this will include wetting down such areas in late morning and after work is completed each day. Tanker trucks using either potable or reclaimed water will have proper permits and backflow devices.
- h. Upon completion of grading activities, re-vegetation according to the landscape plan shall commence immediately in order to reduce dust and improve visual quality.
- i. Trucks transporting fill material to and from the site shall have the load covered by tarps from the point of origin. Such trucks shall have a minimum of 54 cubic yard capacity.
- j. Soils stockpiled for more than two (2) days shall be covered, kept moist or treated with soil binders to prevent dust generation.
- k. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary (particularly when wind speeds exceed 15 miles per hour). This person may be the Project Environmental Coordinator (PEC) or the PEC's designee. Their duties shall include holiday and weekend periods when work may not be in progress. The telephone numbers of such persons shall be provided to the Air Pollution Control District prior to issuance of grading permits. In addition, the Santa Barbara Arts and Crafts Show shall be provided the names and telephone numbers of the designated dust control program monitor, which will enable show director(s) to make contact in the event dust control becomes a problem.
- l. Equipment engines shall be maintained in good working condition and in proper tune per manufacturer's specifications and with proper mufflers.

- m. During smog season (May through October), construction efforts which generate dust or require extensive use of pollutant-generating emissions shall be scaled back in order to reduce quarterly emissions loading and minimize the number of vehicles and equipment operating at the same time. The form of activity reduction shall be designated by the contractor and may include completing activities at a less intense rate each day (fewer employees and equipment), shorter working days or fewer working days per week.
- n. Construction activities shall use new technologies to control ozone precursor emissions as they become available and feasible. At a minimum, such measures shall include use of reformulated diesel fuel, two-degree engine timing retard and installation of high pressure fuel injectors.
- o. Tree protection measures are established and included in the building plans.
- p. Schedule for the qualified Arborist's presence during grading and construction activities near the tree(s) which are to be preserved pursuant to applicable conditions contained herein. Said arborist shall be acceptable to the City Arborist.

15. If the Agency has not done so previously, it shall submit a Phase II hazardous materials investigation and shall work with the Santa Barbara County Department of Environmental Health Services or successor agency to prepare and implement the required remediation plan to reduce contamination to acceptable levels. Remediation shall be completed prior to issuance of grading permits.

D. The following requirements shall be incorporated into, or submitted with the construction plans, submitted to the Division of Land Use Controls with applications for building permits for the Park. All of these construction requirements must be completed prior to the issuance of a Certificate of Occupancy for the Park:

1. A drainage and grading plan.
2. Soils and geology report(s) prepared by a licensed engineer, geologist or equal. Such report(s) shall include an assessment of alternative construction methods other than pile insertion.

If an alternative method is not available, a test pile shall be driven and measures to mitigate noise and vibration impacts recommended, which shall be incorporated into construction documents and plans.

3. A hydrologic and hydraulic report prepared by a licensed engineer, geologist or equal.
4. The following tree preservation measures:
  - a. Landscaping under the tree(s) that is compatible with the preservation of the tree(s) as determined by the Historic Landmarks Commission and the City Arborist.
  - b. Notes on the grading plans that specify the following:
    - (1) A qualified Arborist, acceptable to the City Arborist, shall be present during any excavation adjacent to or beneath the drip-line of the tree(s) which is/are required to be protected.
    - (2) Any roots encountered shall be cleanly cut.
    - (3) The tree(s) shall be thinned as needed in accordance with recommendations of a qualified Arborist acceptable to the City Arborist.
    - (4) Any root pruning and trimming shall be done under the direction of a qualified Arborist acceptable to the City Arborist.
5. Driveway access for fire vehicles and for access to sewer and storm drain maintenance points shall be 16-20 ft. wide, all-weather concrete or asphalt pavement capable of supporting a 40,000 lb. fire truck, subject to approval by the Fire and Public Works Departments. Vertical clearance shall be a minimum of 13 feet 6 inches (13' 6"). Driveway access shall be sixteen feet (16') in width to within 150 feet of all exterior walls of the structure. A cul-de-sac or hammerhead turnaround shall be provided in accordance with City standards if any access road exceeds 300 feet in length, subject to approval by the Fire Department. Driveway access for fire vehicles to the west side of the Hotel shall not be constructed until such time as the Hotel is built. Landscaping that is easily removed may be placed

in the required Hotel emergency access area until such time as the Hotel is constructed.

6. Fire sprinkler system with appropriate backflow devices shall be provided pursuant to City requirements.
7. Fire extinguishers shall be installed pursuant to the Fire Code.
8. Fire alarm system shall be provided pursuant to City requirements.
9. A hood extinguishing system may be required for the snack bar/food concession area of the park, subject to review and approval by the Fire Department.
10. Commercial dumpsters shall not be placed within five feet (5') of combustible walls, openings or combustible roof eaves unless sprinkler coverage is provided.
11. Provide an emergency evacuation plan subject to approval by the Fire Department which shall include the following:
  - a. The plan shall address evacuation procedures in the event of earthquake, tsunami, train derailment or release of hazardous materials.
  - b. Safety procedures and evacuation routes shall be posted throughout the park.
  - c. A Safety Coordinator(s) shall be designated for the park. The Safety Coordinator(s) shall know the location and function of all emergency systems.
12. Vehicles exiting or entering Carpinteria Street shall be restricted to right turns only, and a NO LEFT TURN sign shall be posted and maintained on-site advising motorists of this restriction.
13. A "STOP" sign must be posted at Carpinteria Street.
14. Provide light standards as determined by the Public Works Department in accordance with City Standards (consult with the Southern California Edison for appropriate underground fee-point location).
15. All plumbing fixtures shall be water-conserving devices in new construction, pursuant to Santa

Barbara Municipal Code section 14.20.020, Water Saving Devices, subject to the approval of the Water Resources Management Staff.

16. An acoustic barrier with a minimum height of eight feet (8') relative to the railroad tracks and a minimum height of seven feet (7') relative to the park and a maximum of ten feet (10') in height shall be erected along the property line adjacent to the railroad tracks.
17. The design, placement and installation of the public address system for the Park Pavilion area of the park shall be completed to prevent amplified noise greater than 80 dB(A), to direct sound southwesterly across the park and away from the hotel and to be controlled from the pump and screen plant.
18. All Conditions of Approval shall be provided on a full size drawing sheet as part of the drawing sets. A statement shall also be placed on the above sheet as follows: The undersigned have read and understand the above conditions, and agree to abide by any and all conditions which it is their usual and customary responsibility to perform, and which are within their authority to perform.

Signed:

<hr/>		
Property Owner	Date	
<hr/>		
Contractor	Date	License No.
<hr/>		
Architect	Date	License No.
<hr/>		
Engineer	Date	License No.

E. Prior to issuance of the Certificate of Occupancy for the Park, Agency shall complete the following:

1. Repair any damaged public improvements (curbs, gutters, sidewalks, etc.) subject to the review and approval of the Public Works Department. Where tree roots are the cause of the damage, the roots are to be pruned under the direction of a

qualified Arborist.

2. The existing curb-cut shall be removed and replaced with curb cut and gutter, sidewalk, and/or parkway.
3. Public improvements as shown in the improvement plans.
4. Provide commercial fire hydrants within 300 feet of the pump and screen plant and the carousel. The hydrant shall be located within 300 feet of all exterior walls by way of access. They shall be provided with one (1) four inch (4") and two (2) two and one half inch (2½) outlets and shall have a fire flow in excess of 1250 gallons per minute.
5. Provide an approved anti-backflow device placed on the property side of consumer's service pursuant to Santa Barbara Municipal Code Section 14.20.120. (Applied to fire line services or as determined by the Public Works Department).
6. Raise all sewer and water manholes on easements to final finished grade. All such manholes shall be accessible from the driveway access delineated in Condition E.5.
7. Place utilities underground from the transmission source and within the Real Property.
8. The City monitoring wells near the pump and screen plant shall be protected and shall be accessible for maintenance purposes, subject to review and approval by the Public Works Department.
9. Signage prohibiting swimming and wading in Laguna Channel and the Lagoon shall be designed and installed, subject to approval by the Parks and Recreation Department and the City Sign Committee.
10. All City-owned and deeded land within the Amended Specific Plan Area shall be rezoned to the PR, Park and Recreation, Zone.
11. Completion of the Salsipuedes Street extension.
12. Completion of either a signalized pedestrian crosswalk or a pedestrian over-crossing or under-crossing at Carpinteria Street across Cabrillo Boulevard.
13. Completion of a sidewalk on the northerly side of Cabrillo Boulevard between Calle Puerto Vallarta

and Milpas Street, at Cabrillo Ball Field.

14. Appropriate signage shall be provided between the northwest corner of Salsipuedes Street and Cabrillo Boulevard and the easterly entrance to the floral gateway (as shown on the Santa Barbara Waterfront Park and Hotel Plan, dated June 15, 1992), at the northeast corner of Santa Barbara Street and Cabrillo Boulevard, and facing Cabrillo Boulevard adjacent to the pump house which clearly states that the recreation and open space areas are for the use and enjoyment of the general public. Interpretive signage about wetland habitat and other natural history features of the site shall be provided at appropriate locations in the park area.

#### PHASE II - CONSTRUCTION OF THE HOTEL:

The following Conditions of Approval shall be complied with at such time as Phase II, the Hotel, is developed:

- A. Prior to the issuance of any building permit for the Hotel on the Hotel Parcel, the following conditions shall be imposed on the use, possession and enjoyment of the Hotel Parcel and shall be recorded by the Hotel Parcel Owner (hereinafter referred to as the "Owner") in a written instrument which shall be reviewed as to form and content by the City Attorney and Community Development Director (*which "written instrument" may be one or more of the Project Agreements and need not be a separate agreement*):
  1. Owner shall provide for the flow of water through the Hotel Parcel including, but not limited to, swales, natural water courses, conduits and any access road, as appropriate. Owner is responsible for the adequacy of any drainage facilities and for the continued maintenance thereof in a manner which will preclude any hazard to life, health, or damage to the Hotel Parcel or any adjoining property.
  2. No recreational vehicles, boats or trailers shall be stored on the Hotel Parcel.
  3. Owner shall comply with the Landscape Plan as 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 Hotel Parcel shall be provided and maintained in accordance with said landscape plan.

4. Owner shall assign to the City of Santa Barbara the exclusive right to extract water from under the Hotel Parcel. Said assignment and any related agreements are subject to the review and approval of the City Attorney.
5. The development of the Hotel Parcel approved by the Planning Commission on August 19, 1993, is limited to 244,383 gross sq. ft. of building area for the Hotel and the improvements shown on the Hotel Development Plan.
6. Exterior lighting, where provided, shall be of low intensity in order to promote safety, but shall not impose on adjacent properties and uses. Lighting shall be directed toward the ground.
7. Upon the completion of the Hotel, the Hotel Parcel shall be subject to a public benefit assessment district lien in the amount of \$125,000 annually for 35 years, indexed annually for inflation based on the Consumer Price Index-Urban Wage Earners and Clerical Workers (Los Angeles-Anaheim-Riverside, CA, All Items, Base 1982-84 = 100) as published by the United States Department of Labor, Bureau of Labor Statistics which shall be used by the City to maintain the Park in accordance with the Declaration.
8. The roof peak of the building shall not exceed a height of 45 feet above the grade at the time of approval.
9. The owner shall record an agreement, subject to the approval of the Transportation Engineer, that tandem parking spaces will have adequate attendants to park the vehicles 24 hours a day, 365 days a year.
10. The following vehicle use dis-incentives shall be incorporated into the Hotel project to reduce traffic impacts caused by the Hotel. Such provisions shall be included in the lease/rental agreements of future hotel operators as a required "Transportation Management Plan." A copy of the clause in the lease/rental agreement needed to comply with this condition shall be provided to the Community Development Director and Transportation and Parking Manager.
  - a. A minimum of 10 preferential parking spaces for carpools shall be designated by "Carpool Permit Parking Only" signs. Carpool limit permits shall be issued to those employees who arrive at the Hotel Parcel with two (2)

or more persons in the car, four (4) or more times a week, except for part-time employees who are eligible if they carpool every day that they work.

- b. Owner or all employers shall contact the Metropolitan Transit District (MTD) to purchase bus passes or the equivalent for their employees and guests. These passes shall be provided free of charge to employees who request them for travel to and from work. Notice of the free passes shall be provided to existing employees and new employees when they are hired and hotel guests upon arrival.
- c. Notice of MTD bus routes and schedules shall be placed and maintained up-to-date in a central (public) location accessible to employees.
- d. Male and female employees shower and locker facilities shall be provided and maintained in a restroom (the location is subject to the review and approval of Transportation Staff). The showers shall be available for use before, during and after work hours. Notice of these facilities shall be provided when employees are hired.
- e. Employees shall be made aware of the Ride-Sharing Program or similar successor programs administered by the Area Planning Council or successor agency. The Owner and/or all employers shall have all employees registered semi-annually in the Ride-Sharing Program and shall make every effort to encourage participation in the program.
- f. An employee lunchroom shall be provided in the Hotel of a minimum of 700 square feet in size, including the following amenities: refrigerator, microwave oven, sink, food preparation area, tables and chairs.
- g. A minimum of 14 covered bicycle parking spaces shall be provided.
- h. In the event of an emergency or work requirement which interferes with the normal transportation arrangement of any employees using mass transportation, a carpool, or a vanpool to get to work, the Owner or employer shall provide cab fare, a company car, or other means to guarantee a free ride home.

- i. A Visitor Information Program shall be prepared and implemented. The program shall include, but not be limited to:
    - (1) A means of providing train, bus and airline schedules and maps to prospective hotel guests.
    - (2) A means of providing hotel guests with information on alternative transportation modes, schedules and maps of access to the Central Business District, beach area and other local and regional points of interest. In addition, the hotel operator shall contact the Metropolitan Transit District to purchase bus and/or shuttle passes or tokens for hotel guests. These passes shall be available to any guests who request them.
    - (3) Advertisement for and solicitation of meetings and other events which includes explanation of the City's clean air and energy reduction goals and an explanation of the benefits of using alternative transportation modes.
    - (4) A means of coordinating special events with the City so that appropriate traffic controls, rerouting and timing of events can be achieved.
  - j. Free shuttle service to the airport, train depot, bus depot and other hotels shall be provided.
  - k. Bike rentals shall be made available to Hotel guests.
  - l. The Hotel will be subject to the Transportation Demand Ordinance (TDM), as amended from time to time.
  - m. The Hotel operator shall participate in any shuttle pass program developed by the Metropolitan Transit District, the City of Santa Barbara and/or the City of Santa Barbara Redevelopment Agency.
11. The owner shall record an agreement, subject to the approval of the Community Development Director and the City Attorney, which indicates that the approved Hotel uses are a visitor serving use exclusively available to the general public. The

deed restriction shall also specify that conversion of any portion of the approved facilities to a private or member only use or the implementation of any program to allow extended or exclusive use or occupancy of the facilities by an individual or limited group or segment of the public is not authorized and would require an amendment or new coastal development permit.

- B. The Owner shall submit the following or evidence of completion of the following to the Public Works Department prior to the issuance of a Building Permit for the project:
1. Improvement plans for construction of traffic signals at the intersection of Cabrillo Boulevard, Coast Village Road and U.S. Highway 101 southbound on and offramps. As determined by the Public Works Department and the California Department of Transportation (CalTrans), the improvements shall include, but not be limited to, regulatory traffic control signs, traffic signals and pavement striping and marking. The improvement plans shall be prepared by a registered Civil Engineer and reviewed and signed by the City Engineer. The improvement plans shall be approved by CalTrans and funding of the improvement in place prior to issuance of the Building Permit.
  2. An engineered drainage plan.
  3. A structural engineer's analysis. All recommendations shall be incorporated into the plans.
  4. Executed Agreement for Land Development Improvements and improvement security for construction of improvements in a form satisfactory to the City Attorney.
  5. Execute and record a dedication of water rights in a form satisfactory to the City Attorney, including but not limited to, existing wells and any related facilities.
  6. Encroachment permits from other jurisdictions (State, Flood Control, County, etc.) for the construction of improvements (including any required appurtenances) within their rights of way or easement.
  7. Removal or relocation of any public utilities, structures, or trees must be performed by the Owner or by the person or persons having ownership or control thereof. Removal and relocation must

be accomplished at no expense to the City.

8. Provide the specific off-site parking and, if applicable, the public open space improvement agreement to the City Attorney for review and approval. The applicant shall provide 100 off-site parking spaces. If the parking demand is not met, the project is to be returned to the Environmental Review Committee. This offsite parking shall be provided in one of the following ways:
  - a. The Owner shall enter into an agreement with Fess Parker's Red Lion Resort (Red Lion) to set aside 100 parking spaces in the westerly end of the Red Lion parking lot. The agreement shall include provisions for coordination of special events between the two hotels. Parking spaces available to the proposed hotel shall be designated in an exhibit attached to the agreement and shall be physically marked in the Red Lion parking lot. There shall be a semi-annual review of the status of the agreement and a monthly reporting requirement. Parking in the Red Lion parking lot shall be limited to valet parking of hotel guests cars and to employee parking with either self parking or valet parking. Acceptance of the final agreement by all parties shall be completed prior to issuance of the Certificate of Occupancy for the Hotel. Or
  - b. The Owner shall provide 100 parking spaces in a parking lot immediately north of the Hotel across the Southern Pacific Railroad tracks in accordance with the provisions of the Zoning Ordinance. Completion of this parking lot shall be required within ninety (90) days of issuance of the Certificate of Occupancy for the Hotel.
  - c. If Option (a) above is pursued, then, on the Red Lion Parcel, within the 75-foot wide City owned or easement area, the Hotel developer shall redesign the pedestrian paths to promote public use, provide twelve (12) to twenty-four (24) benches and signage which indicates that this area is public open space available for public use, subject to the approval of the design by the Historic Landmarks Commission. If the owners of the Red Lion Parcel object to such changes, the Hotel project shall return to the Planning Commission for further review.

C. The following is subject to the review and approval of the Historic Landmarks Commission (HLC):

1. Textured or colored pavement shall be used in areas of the hotel to minimize the visual effect of the expanse of paving.
2. Exterior lighting, where provided, shall be of low-intensity in order to provide aesthetically pleasing lighting which promotes safety, but does not impose on adjacent properties and uses. All lighting shall be energy-efficient lighting of a type other than incandescent, except as determined to be impractical by the Community Development Director.
3. A trash enclosure shall be provided on the Hotel Parcel and screened from view from surrounding properties and the street. Such structure shall be located at least five (5) feet from any building or shall otherwise meet Fire Code requirements.
4. Prior to Final Approval, the Hotel developer shall meet with the City Police Department Crime Analyst to determine how lighting, locking mechanisms, egress and fencing can be designed and installed so as to reduce the potential number of calls for police service from users of the Hotel Parcel.
5. The anti-backflow devices for fire sprinkler systems shall be provided in a location screened from public view or included in the exterior wall of the building.
6. All roof top equipment at the hotel shall be concealed from potential viewers through screening, paint color or other appropriate method.

D. The Owner shall complete the following prior to the issuance of building permits:

1. The final details of the Mitigation Monitoring Program shall be reported back to the Planning Commission upon approval of the MMP by City Council and the Project Environmental Coordinator (PEC) shall report periodically to the Planning Commission on the progress of the MMP. Mitigation monitors responsible for permit compliance monitoring must be hired. The Hotel project's mitigation monitors shall include, but not be limited to, a PEC. The Environmental Analyst shall have the authority to resolve any disputes which may arise between the PEC and the General

Contractor. The PEC will be responsible for monitoring daily activities, enforcement of permit compliance conditions, presentation of mitigation monitor briefing sessions, maintaining contact with the Owner(s), the Environmental Analyst, and the public, as well as issuing Environmental Quality Control Reports. This program may be coordinated with the ones for the hostel at 12 E. Montecito Street and the park. Such reports must be submitted to the Owner(s) and the Environmental Analyst. The mitigation monitoring program shall include, but not be limited to:

- a. A list of the project's mitigation measures.
  - b. An indication of the frequency of the monitoring of these mitigation measures.
  - c. A schedule of the monitoring of the mitigation measures.
  - d. A list of reporting procedures.
  - e. A list of the mitigation monitors to be hired.
2. The Owner shall submit the building plans to the APCD for review and comment on the building design and materials to assure that materials and designs are used that minimize air emissions. To the degree reasonably feasible, the APCD's recommendations shall be incorporated into the project design. Any letter from the APCD shall be submitted to the Planning Division for consideration during plan check.
3. A qualified archaeologist shall be present during all ground disturbing activity associated with the proposed hotel project site, including but not limited to, grading, excavation, brush removal and ground clearance, demolition of buildings and removal of pavement. In the event that prehistoric or historic features, artifacts or other remains are encountered, all work in the area of the find shall be halted until the nature and significance of the find can be determined and the Environmental Analyst shall be notified. If the findings are potentially significant, a Phase 3 recovery program shall be prepared and accepted by the Environmental Analyst and the Historic Landmarks Commission. That portion of the Phase 3 program which requires work on-site shall be completed prior to continuing construction in the affected area. If prehistoric or other Native American remains are encountered, a Native

American representative shall be contacted and shall remain present during all further subsurface disturbance in the area of the find. A final report on the results of the archaeological monitoring shall be submitted to the Environmental Analyst within 180 days of completion of the monitoring and prior to the issuance of the Certificate of Occupancy.

4. Evidence shall be submitted that the building permits for the youth hostel and the park have been issued and that grading has commenced.

5. Payment of the necessary fees as follows:

a. Air pollution offsite offset fee of \$54,000, payable to the Santa Barbara County Air Pollution Control District (APCD), designated for use in support of the Clean Air Express Commuter Bus Program, for one of the following purposes:

- (1) Inclusion in matching funds necessary to receive a government grant for the purchase of new low emissions buses; or
- (2) Retrofitting of existing diesel-powered buses with electric or other low emissions engines; or
- (3) Operating expenses for the program.

In the event that the Clean Air Express Commuter Bus Program ceases, any unspent funds shall revert to the City and shall be used to increase operating hours, decrease headways or expand routes for the electric shuttle.

6. A construction conference shall be scheduled by the Hotel General Contractor. The conference shall include representatives from the Public Works Department, Parks and Recreation Department, Building Division, Planning Division, the Project Environmental Coordinator, the Property Owner and Contractor. The following information shall be specified on the construction plans submitted for building permits:

a. The Mitigation Monitoring Plan and Conditions of Approval shall be reviewed at the Construction Conference.

b. Construction-related truck trips shall not be

scheduled during peak hours (7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m.) to help reduce truck traffic on adjacent streets and roadways.

- c. The route of construction-related traffic established to minimize trips through surrounding neighborhoods. Neither the Cabrillo Boulevard/U.S. 101 or the Milpas Street/U.S. 101 interchanges shall be used for truck traffic.
- d. Construction prohibited on Saturday, Sunday, Holidays, and between the hours of 7:00 p.m. and 7:00 a.m.
- e. During construction, queuing trucks shall queue on-site and a brief traffic lane shall be designated along Cabrillo Boulevard. In addition, a traffic control person shall assist in directing traffic when trucks are entering Cabrillo Boulevard.
- f. Construction parking provided as follows:
  - (1) 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 Community Development Director.
  - (2) On-site or off-site storage shall be provided for construction materials and equipment, storage of construction materials within the public right-of-way is prohibited.
- g. Regular water sprinkling schedule during site grading and the transportation of fill materials, using reclaimed water whenever the Public Works Director determines that it is reasonably available. Water sprinkling shall be done in sufficient quantities to prevent dust from leaving the Hotel site and to create a crust after each day's activities. Said system shall keep all areas of vehicle movement damp enough to prevent dust from leaving the site. At a minimum, this will include wetting down such areas in late morning and after work is completed each day. Tanker trucks using either potable or reclaimed water will have proper permits and backflow devices.
- h. Upon completion of grading activities, re-

vegetation according to the landscape plan shall commence immediately in order to reduce dust and improve visual quality.

- i. Trucks transporting fill material to and from the site shall have the load covered by tarps from the point of origin. Such trucks shall have a minimum of 54 cubic yard capacity.
- j. Soils stockpiled for more than two (2) days shall be covered, kept moist or treated with soil binders to prevent dust generation.
- k. The contractor or builder shall designate a person or persons to monitor the dust control program and to order increased watering, as necessary (particularly when wind speeds exceed 15 miles per hour). This person may be the Project Environmental Coordinator (PEC) or the PEC's designee. Their duties shall include holiday and weekend periods when work may not be in progress. The telephone numbers of such persons shall be provided to the Air Pollution Control District prior to issuance of grading permits. In addition, the Santa Barbara Arts and Crafts Show shall be provided the names and telephone numbers of the designated dust control program monitor, which will enable show director(s) to make contact in the event dust control becomes a problem.
- l. Equipment engines shall be maintained in good working condition and in proper tune per manufacturer's specifications and with proper mufflers.
- m. During smog season (May through October), construction efforts which generate dust or require extensive use of pollutant-generating emissions shall be scaled back in order to reduce quarterly emissions loading and minimize the number of vehicles and equipment operating at the same time. The form of activity reduction shall be designated by the contractor and may include completing activities at a less intense rate each day (fewer employees and equipment), shorter working days or fewer working days per week.
- n. Construction activities shall use new technologies to control ozone precursor emissions as they become available and feasible. At a minimum, such measures shall include use of reformulated diesel fuel, two-

degree engine timing retard and installation of high pressure fuel injectors.

7. The Owners shall submit a Phase II hazardous materials investigation and shall work with the Santa Barbara County Department of Environmental Health Services or successor agency to prepare and implement the required remediation plan to reduce contamination to acceptable levels. Remediation shall be completed prior to issuance of grading permits.
- E. The following requirements shall be incorporated into, or submitted with the construction plans, submitted to the Division of Land Use Controls with applications for building permits. All of these construction requirements must be completed prior to the issuance of a Certificate of Occupancy for the Hotel:
1. A drainage and grading plan.
  2. Soils and geology report(s) prepared by a licensed engineer, geologist or equal. Such report(s) shall include an assessment of alternative construction methods other than pile insertion. If an alternative method is not available, a test pile shall be driven and measures to mitigate noise and vibration impacts recommended, which shall be incorporated into construction documents and plans.
  3. A hydrologic and hydraulic report prepared by a licensed engineer, geologist or equal.
  4. Driveway access for fire vehicles and for access to sewer and storm drain maintenance points shall be 16-20 ft. wide, all-weather concrete or asphalt pavement capable of supporting a 40,000 lb. fire truck, subject to approval by the Fire and Public Works Departments. Vertical clearance shall be a minimum of 13 feet 6 inches (13' 6"). Driveway access shall be sixteen feet (16') in width to within 150 feet of all exterior walls of the structure. A cul-de-sac or hammerhead turnaround shall be provided in accordance with City standards if any access road exceeds 300 feet in length, subject to approval by the Fire Department.
  5. Fire sprinkler system with appropriate backflow devices shall be provided.
  6. Fire extinguishers shall be installed pursuant to the Fire Code.

7. Fire alarm system shall be provided pursuant to City requirements.
8. A hood extinguishing system shall be provided for the commercial kitchen area of the hotel, subject to review and approval by the Fire Department.
9. Commercial dumpsters shall not be placed within five feet (5') of combustible walls, openings or combustible roof eaves unless sprinkler coverage is provided.
10. Provide an emergency evacuation plan subject to approval by the Fire Department which shall include the following:
  - a. The plan shall address evacuation procedures in the event of earthquake, tsunami, train derailment or release of hazardous materials.
  - b. Safety procedures and evacuation routes shall be posted throughout the hotel.
  - c. A Safety Coordinator(s) shall be designated for the hotel. The Safety Coordinator(s) shall know the location and function of all emergency systems.
11. A project directory (including map and parking directional signs) listing all facilities on-site shall be indicated on the project plans. This directory shall be located as required by the Fire Department and shall be subject to Sign Committee Approval.
12. Provide light standards as determined by the Public Works Department in accordance with City Standards (consult with the Southern California Edison for appropriate underground fee-point location).
13. All plumbing fixtures shall be water-conserving devices in new construction, pursuant to Santa Barbara Municipal Code section 14.20.020, Water Saving Devices, subject to the approval of the Water Resources Management Staff.
14. Acoustically upgraded exterior wall constructions shall be installed and closed, well sealed, acoustically upgraded window assemblies having an STC rating of 32-34 shall be installed in all windows of the hotel.
15. The design, selection and placement of equipment for the hotel shall be completed to avoid

impacting the park and hotel guests.

16. The development shall be constructed with fire retardant materials and shall have smoke detectors uniformly installed throughout the hotel area.
17. The rear wall of the fire lane shall be designed and constructed in a manner which provides optimum resistance to damage from a train car collision and primary structural support for hotel areas shall be provided principally in the central and southern portions of the building.
18. All Conditions of Approval shall be provided on a full size drawing sheet as part of the drawing sets. A statement shall also be placed on the above sheet as follows: The undersigned have read and understand the above conditions, and agree to abide by any and all conditions which it is their usual and customary responsibility to perform, and which are within their authority to perform.

Signed:

Property Owner	Date
Contractor	Date License No.
Architect	Date License No.
Engineer	Date License No.

F. Prior to issuance of the Certificate of Occupancy, the Owner of the Hotel Parcel shall complete the following:

1. Repair any damaged public improvements (curbs, gutters, sidewalks, etc.) subject to the review and approval of the Public Works Department. Where tree roots are the cause of the damage, the roots are to be pruned under the direction of a qualified Arborist.
2. The existing curb-cut shall be removed and replaced with curb cut and gutter, sidewalk, and/or parkway.
3. Public improvements as shown in the improvement

Present: Henry Lenny, Architect  
Greg Burnett, Gensler Architects

**Motion:** Continued two weeks with the following comments: 1) The changes to the left side of the west elevation are supportable. 2) The interpretation of the cast iron balcony detail is supportable. 3) Restudy the transom over the windows, particularly the left side of the west elevation. 4) Resolve the proportion of the French doors on the east courtyard elevation. 5) The Commission looks forward to an enhancement of the CADD drawings.

Action: Pujo/Adams, 7/0/0. (Hausz absent.) Motion carried.

### CONCEPT REVIEW - CONTINUED

12. 12 E MONTECITO ST HRC-2/SD-3 Zone

**(4:36)** Assessor's Parcel Number: 033-051-016  
Application Number: MST95-00044  
Architect: Gregory Burnett  
Applicant: Rodney James Shull Memorial Foundation  
Architect: Henry Lenny Design Studio

(Proposal to construct an 11,091 square foot two-story youth hostel with 100 beds and 60 parking spaces on a vacant parcel.)

**(Continued Concept Review of the revised design of a previously approved youth hostel.)**

**(COMMENTS ONLY; REDESIGNED PROJECT WOULD REQUIRE ENVIRONMENTAL ASSESSMENT, COASTAL REVIEW, AND A DETERMINATION OF SUBSTANTIAL CONFORMANCE BY THE PLANNING COMMISSION.)**

Present: Henry Lenny, Architect  
Greg Burnett, Gensler Architects  
Philip Suding, Landscape Architect

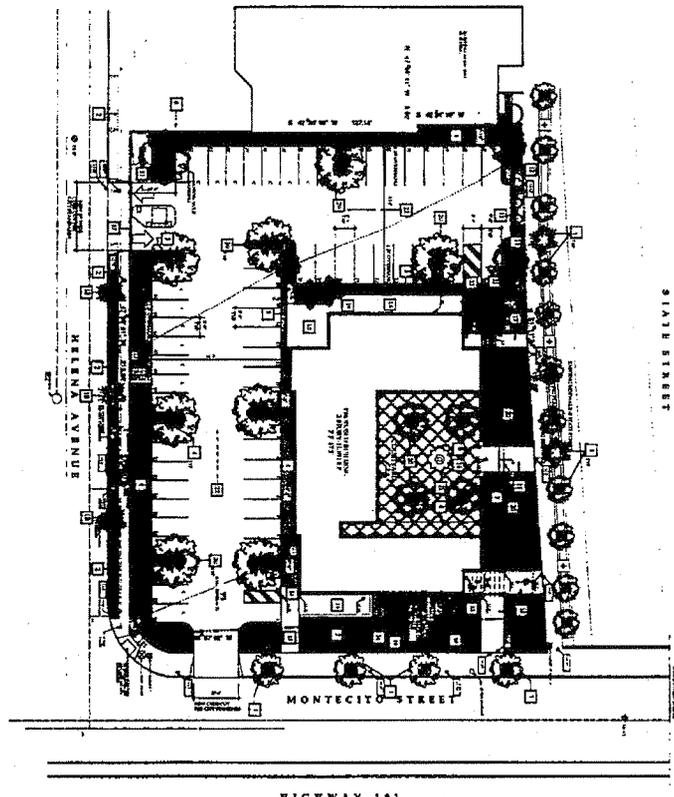
**The Commission, either individually or collectively, had the following comments, suggestions, and/or questions:**

1. Expressed general support for the plan and concept.
2. Requested at least one significant skyline tree.
3. Expressed concern about the bicycle parking location. Suggested exploring the possibility of having bicycle lockers and requested that the location of the bicycle parking be closer to a public area near an entrance.
4. Requested incorporation of public art in the courtyard area.
5. Supported the concept of the gravel perimeter with a succulent palette.
6. Expressed support for the use of jacarandas.
7. Expressed concern about the use of olive trees in the courtyard and suggested raising the planters as a possible solution.

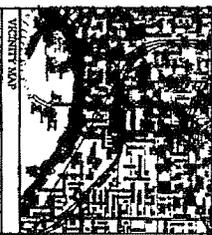
**Motion:** Continued two weeks with the comment that the Historic Landmarks Commission recommends to the Planning Commission that this project is in substantial conformance with the previously approved plans, and recommends that parking be minimized to the extent possible.

Action: Naylor/Murray, 7/0/0. (Hausz absent.) Motion carried.





**SITE PLAN**  
 SCALE: 1/8" = 1'-0"



- SITE PLAN NOTES**
1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.
  2. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" BELOW FINISHED GRADE.
  3. ALL UTILITIES SHALL BE PROTECTED BY A MINIMUM OF 18" OF GRANULAR FILL.
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**TABULATIONS**

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**PROJECT**  
 YOUTH HOSTEL RELOCATION  
 CITY OF SANTA BARBARA  
 RECREATION DEPARTMENT  
 500 CAROLAN STREET  
 SANTA BARBARA, CALIF.

**CELANESE ENGINEERING ARCHITECTS**  
 1000 W. SANTA BARBARA STREET  
 SANTA BARBARA, CALIF. 93101  
 (805) 965-1111

SITE PLAN

EXHIBIT E

