



Agenda Item A.9
CONSENT CALENDAR
Meeting Date: September 5, 2023

TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Lisa Prasse, Current Planning Manager
Luisa Negrete, Planning Permit Technician

SUBJECT: Covenant and Use Agreement between 550 S. Patterson Avenue and 5305 Ekwill Street; APNs 065-090-029 and 065-090-040

RECOMMENDATION:

Authorize the City Manager to execute the Covenant and Use Agreement Regarding Use and Maintenance of Buildings located at 550 S. Patterson Avenue and 5305 Ekwill Street.

BACKGROUND:

The buildings located at 550 S. Patterson Avenue and 5305 Ekwill Street are separately owned by Scoby-Meeker Industrial Company (550 S. Patterson) and Ekwill Partners (5305 Ekwill Street). However, both buildings are leased by a single tenant, namely Jordano's Inc. Jordano's would like to operate the separate properties as a single warehouse use across both properties. To facilitate use of the buildings as a single warehouse, physical improvements are needed, including a ramp and new internal opening on the common wall between the buildings.

DISCUSSION:

While the use of either building by the tenant is not subject to City approval, the authorization to effectively combine the buildings together through the creation of an opening between the buildings to function as a single facility requires the issuance of building permits. However, Building Code provisions do not allow internal access between two separate buildings on two separate parcels. To satisfy the applicable Building Code standards, the applicants have proposed the attached proposed Covenant and Use Agreement ("Use Agreement" provided as Attachment 1). This Use Agreement serves as a mechanism to allow the proposed improvements, which facilitates the joining of the two buildings into one building for Building Code purposes.

Allowing the buildings to function as one building would permit the tenant (Jordano's) access to either building internally and aid in efficient business operations. Further, the Use Agreement enables maintaining fire and life safety systems necessary for the business operations of the buildings. The ramp will be within the 550 S. Patterson Avenue building, and the interior door opening would be created in the common building walls thereby creating a passage over the property line between 550 S. Patterson Avenue and 5305 Ekwil Street. With the Use Agreement in place, the interior door opening between the buildings would not violate the Building Code. The two buildings and two parcels would essentially be considered a single building on a single parcel. If the Use Agreement is not authorized by the City, then the buildings would need to remain separate and Jordano's would have to continue to use the buildings in the current manner that Jordano's staff finds inefficient. The site and floor plans are provided as Attachment 2 and a letter from Jordano's explaining the purpose is provided as Attachment 3.

In the event Jordano's vacates either 550 S. Patterson Avenue or 5305 Ekwil Street, the City will be able to terminate the Agreement and require the removal of the improvements within 30 days of written notice given by the City (refer to Section 2, Provision 3 of the Use Agreement). In addition, either of the property owners can terminate the agreement with proper notice and the improvements would also then be required to be removed (refer to Section 2, Provision 5 of the Use Agreement).

Lastly, the circumstances warranting this agreement are unusual as most agreements are a result of conditions of approval imposed upon a development application. In those instances, the authority to sign agreements on behalf of the City has been given to the City Manager by the City Council. However, the need for the Use Agreement is a result of a Building Code standard and the City Council has not delegated its authority in this matter to the City Manager. Hence the reason for this item for City Council consideration.

FISCAL IMPACTS:

There is no fiscal impact to the City associated with this item. The costs associated with the preparation and review of the agreement and the recordation costs have been/will be the responsibility of the applicant.

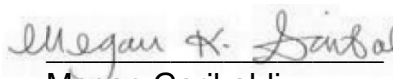
ALTERNATIVES:

If the City Council does not approve this item, then the business operations will remain unchanged.

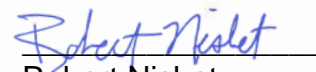
Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Megan Garibaldi
City Attorney

Approved By:


Robert Nisbet
City Manager

ATTACHMENTS:

1. Covenant and Use Agreement Regarding Use and Maintenance of Buildings located at 550 S. Patterson Avenue and 5305 Ekwil Street
2. Jordano's Site and Floor Plans
3. Letter from Jordano's Inc.

Attachment 1

Covenant and Use Agreement Regarding Use and Maintenance of Buildings located at 550 S.
Patterson Avenue and 5305 Ekwill Street

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Goleta
Planning and Environmental Review Department
130 Cremona Drive, Suite B
Goleta, CA 9311

(Space Above For Recorder's Use)

COVENANT AND AGREEMENT
REGARDING USE AND MAINTENANCE OF BUILDINGS

This Covenant and Agreement Regarding the Use and Maintenance of Buildings ("Covenant and Agreement") is made and entered into as of this ____ day of _____, 2023, by and between the City of Goleta, a California municipal corporation, Scoby-Meeker Industrial Company, a general partnership, Ekwill Partners, a California General Partnership, and Jordano's Inc., a California corporation.

SECTION 1. Recitals.

- A. Scoby-Meeker Industrial Company owns the real property located at 550 S. Patterson Avenue in the City of Goleta, California (the "City") and known as APN **065-090-029**, and legally described on Exhibit A, attached hereto and incorporated herein by this reference. Ekwill Partners owns the property located at 5305 Ekwill Street in the City and known as APN **065-090-040** and legally described on Exhibit B, attached hereto and incorporated herein by this reference. Collectively, 550 S. Patterson and 5305 Ekwill are referred to herein as the "Properties," and individually as a "Property." Jordano's Inc. is the existing tenant at both the Properties. Scoby-Meeker Industrial Company and Ekwill Partners are separately referred to herein as an "Owner" and collectively referred to herein as the "Owners." Jordano's Inc. is referred to herein as "Tenant."
- B. In consideration of the City allowing the Tenant to operate the Properties as a single warehouse use (the "Conjunctive Use") across the Properties in accordance all other applicable provisions of law including, but not limited to, the Goleta Municipal Code ("GMC"), the Owners and Tenant do hereby covenant and agree to and with the City as set forth herein.

SECTION 2. Covenant and Agreement.

- 1. The Owners agree to accept joint and several responsibility for any violation of this Agreement, violations at the Properties as set forth in the GMC, and any violation of federal, state or local law connected in any way to either or both of the Properties, use thereof, or activities occurring thereon.
- 2. The Owners consent that Tenant will have authority to act on behalf of both Owners in implementing the requirements of this Agreement and any other City requirement and

complying with applicable laws and regulations. Tenant will have authority to immediately provide the City with access to the Properties. The Tenant and Owners hereby agree to accept service of all notices and communications related to either or both of the Properties by delivery: (a) by email to jjordano@jordanos.com, georgemeeker2@gmail.com, and bevclarksb@gmail.com; (b) by deposit in U.S. Mail, postage prepaid, addressed to Jeff Jordano, Jordano's Inc., 550 South Patterson Ave, Goleta, CA 93111; George Meeker, 32460 Timberidge Court, Westlake Village, CA 91361; Beverly Clark, 1470 E. Valley Rd #5607, Santa Barbara, CA 93108 (c) by overnight delivery addressed the same as for US mail; (d) by personal delivery to the Tenant; or (e) in any other manner provided by law.

3. During the period this Agreement is in effect, the Owners covenant and warrant that the Tenant shall be the only tenant at the Properties and will operate the Properties as single warehouse and use improvements that include, but are not limited to, construction of a ramp at 550 S. Patterson and a new building opening at both Properties so that the Properties can be used as a single warehouse. Attached hereto as Exhibit "C" are plans showing the planned improvements at the Properties. These improvements shall not be permitted nor shall use of the Properties as a Conjunctive Use be authorized until this Agreement is executed and recorded. In the event the Tenant vacates either 550 S. Patterson or 5305 E. Kwill, the City, in its sole discretion, shall be able to terminate this Agreement upon five (5) days' notice. Upon termination the planned improvements contemplated by this Agreement shall be removed within thirty (30) days and all use of the planned improvements shall cease upon written notice of termination by the City.
4. Owners covenant and agree that the Properties shall be used as a single warehouse by the Tenant and its affiliated companies and subsidiaries at all times during this Agreement, unless approved in writing by City and this Agreement is amended to permit another tenant. This covenant is for the benefit of, and shall be enforceable by, the City.
5. In the event the Owners desire to cease operation of the Conjunctive Use, the Owners will provide the City written notice of the same within thirty (30) days of the cessation of operations. In entering this Agreement, the Owners acknowledge that the cessation of the operation of the Conjunctive Use by the Tenant, will result in the termination of the Conjunctive Use and Tenant will remove the planned improvements contemplated by this Agreement, and be subject to other possible enforcement action by the City should the improvements not be removed after direction from the City.
6. This Covenant and Agreement shall run with all of the above-described land and shall be binding upon the parties, any future owners, encumbrances, successors, heirs or assignees and shall continue in effect until released by the authority of the City Planning Director, as set forth below. Upon request in writing by the Owners, the Planning Director shall release this Agreement, provided the following occurs: (1) the Planning Director determines the Properties are no longer being used for the Conjunctive Use; (2) the Owners have signed an agreement, in a form approved by the City Attorney, that acknowledges and accepts the termination of Conjunctive Use and agrees to release, waive, indemnify, defend and hold harmless the City and all City officials, employees, and agents from any and all claims, demands, losses, injuries, costs or other liabilities, including costs and attorneys' fees, which may arise from or in connection with said agreement; (3) the Planning Director finds there are no outstanding code enforcement actions, violations, legal actions, compliance issues or liability issues that would

be negatively impacted by the termination of this Agreement; and (4) the Planning Director finds this Agreement is no longer required to ensure compliance with the Owners' responsibilities set forth herein, or other applicable state or local law or regulations, including (but not limited to) the GMC. The Planning Director's release of this Agreement pursuant to this paragraph shall not be unreasonably delayed or withheld.

7. The existence of this Agreement shall be recited in any Real Property or Title Report, Deed of Trust, Deed or other instrument required for, or related to, the sale of either of the Properties. Any purchaser of either of the Properties shall be provided written notice of this Agreement.
8. Owners shall cause this Agreement to be recorded against the title to each of the Properties in Official Records of the County of Santa Barbara, the burdens and benefits of which shall run with the land for the benefit of City in the performance of its duties under its Municipal Code and enforcement of the conditions of this Agreement.
9. The Tenant covenants and agrees to indemnify, defend and hold harmless the City and all City officials, employees, and agents from any and all claims, demands, losses, injuries, costs or other liabilities, including costs and attorneys' fees, which may arise from or in connection with the performance, breach and/or terms of this Agreement by Owners and/or Tenant, including but not limited to liability arising from any violations of laws or regulations.
10. The City shall have the right to enforce this Agreement. In the event of any such action to enforce this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses, including without limitation taxable court costs and reasonable attorneys' fees, as awarded by a court of competent jurisdiction. All terms, covenants, conditions, restrictions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part of the Properties and are intended to be equitable servitudes and burdens on the Properties.
11. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.
12. This Agreement may not be amended, modified or terminated without approval of the City in accordance with the terms of this Covenant and Agreement. In order to be effective, any amendment, modification or termination must be signed by the City and the Owners and recorded in the Official Records of Santa Barbara County, California.
13. In the event any limitation, condition, restriction, covenant or provision contained in this Agreement is held to be invalid, void or unenforceable by any court of competent jurisdiction, the remaining portions of this Agreement shall, nevertheless be and remain in full force and effect.
14. Each party warrants that the individuals who have signed this Covenant and Agreement have the legal power, right and authority to make this Agreement and bind the party for whom he or she is signing. No consent, waiver, approval or authorization is required from any person or entity in connection with the execution and delivery of this Covenant and Agreement or the restrictions contemplated hereby by the Owners.

IN WITNESS WHEREOF, this Covenant and Agreement has been executed as of the ____ day of _____, 202__.

ATTEST:

CITY OF GOLETA,
a municipal corporation

City Clerk

City Manager

APPROVED AS TO FORM:

Megan Garibaldi
City Attorney

OWNER:
Scoby-Meeker Industrial Company, a
general partnership ,

By: _____
Beverly Clark
Its: Partner
Date: _____

By: _____
George Meeker
Its: Partner
Date: _____

OWNER:
Ekwill Partners, a California general
partnership

By: _____
Bevely Clark
Its: Partner
Date: _____

By: _____

George Meeker, Jr.

Its: Partner

Date: _____

By: _____

Jeff Jordano

Its: Partner

Date: _____

TENANT:

Jordano's Inc., a California Corporation

By: _____

Jeffrey Jordano

Its: President _____

Date: _____

Exhibit A

Property Description - 550 South Patterson Avenue

Lot 1 of tract 12529 in County of Santa Barbara, State of California, as shown on Map filed in Book 95, Pages 10 and 11 of Maps, in the office of the County Recorder of said County.

Exhibit B

Property Description - 5305 Ekwill Street

That certain real property in the City of Goleta, County of Santa Barbara, State of California described as Parcel 1 in Lot Line Adjustment No 11-073-LLA recorded in the office of the County Recorder of Said County as instrument No 2011-76954 of Official Records of said County.

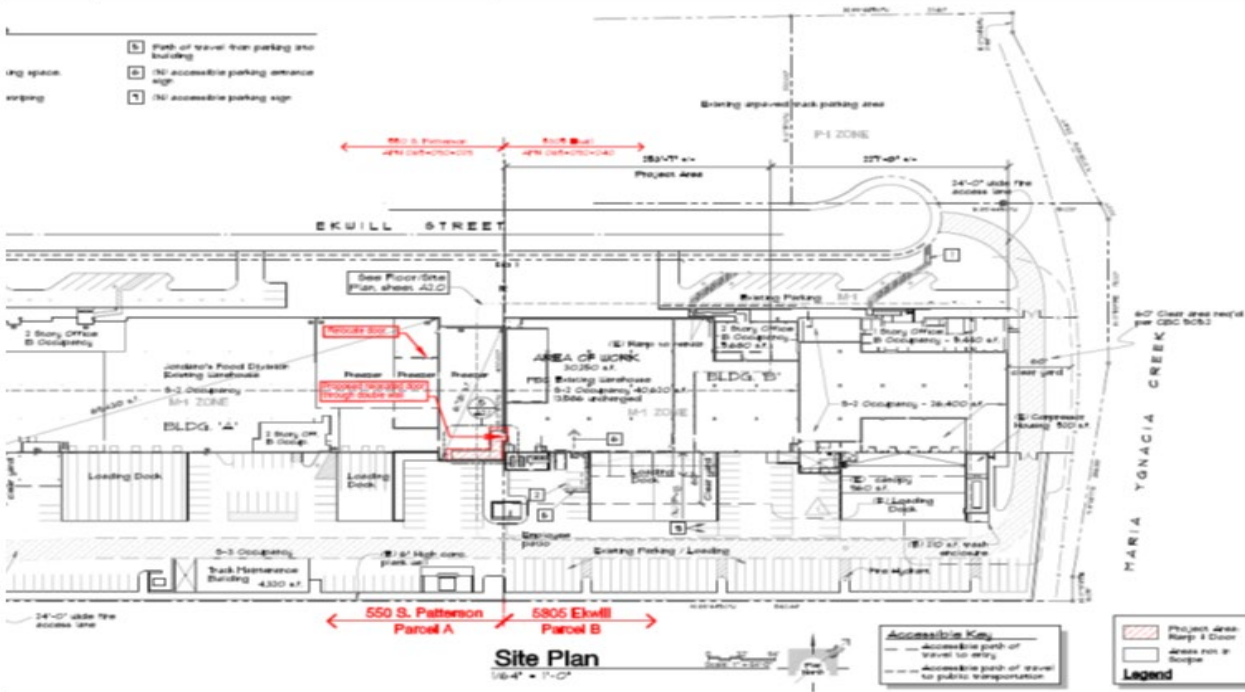
Exhibit C -Improvements

[illegible]

Plus Engineering
Attn: Mark Christensen
802 E. Costa St., Suite A
Santa Barbara, CA 93101
Tel: (805) 963-2100

ELECTRICAL
Sewer Engineering
Joan Bruen Bruen
401 East Camille Street
Santa Barbara, CA 93101
Tel: (805) 964-2877

	5	Path of travel from parking and loading
ing space.	6	(N) accessible parking entrance sign
orping	7	(N) accessible parking sign



Seismic Design Data

Senario Design Category	\bar{E}
Site Class	D
Latitude	-34.43C
Longitude	-75.86C
Risk Category	
Importance Factor - I	10
Spectral Response Coeff. - S	2.00
Spectral Response Coeff. - S	1.00
Spectral Response Coeff. - S	1.00
Spectral Response Coeff. - S	1.00
Response Modification Coeff. - R	
Seismic Response Coeff. - C	
Component Ampl. Factor - A	
Component Response Factor - R	

Special Inspections

1. Epoxy anchors into existing concrete
2. Concrete having a compressive stress
- 2.1. Concrete in direct stress, special in
- 2.2. Working stress in direct stress, spe
- 2.3. Compressive stress, special in spec
3. Steel welding

Vicinity Map



Attachment 2

Jordano's Site & Floor Plans

Jordano's Door & Ramp - Bldgs. A & B

General Notes

1. Architect drawings and all construction notes are complementary and what is called for by either will be binding as if called for by all. Any work shown or referred to on any one set of drawings shall be provided as shown on all related drawings.
2. The Contractor is wholly responsible for the coordination and scheduling of the work for all subcontractors, craftsmen, and tradesmen required to complete the job.
3. The Contractor shall notify the Architect immediately if he cannot comply with all requirements called for on these drawings.
4. The Contractor shall notify the Architect immediately of any discrepancies or omissions between the drawings, these notes, and field conditions, and request clarification before commencing any work.
5. Each Contractor shall check and verify all dimensions and conditions at job site relating to the work of each trade. No allowance shall be made for any extra expense or extension of time due to Contractor's failure or negligence in completely examining the job site.
6. All Contractors shall contact Owner to determine the building owner's rules for construction, deliveries, construction tasks to be performed outside regular business hours only, and any other requirements which will affect the work. If overtime work is required by any trade, approval (including cost approval) must be obtained prior to the execution of any work. The general intent is that all work shall be performed on regular time.
7. The General Contractor shall remove all rubbish and waste materials from his own and his subcontractor's work, carpet and telecom installation, etc., and provide for its removal from the job site.
8. The Contractor shall exercise strict dust containment control to prevent dirt or dust from leaving the job site.
9. The Contractor shall provide protection during site work, demolition, and construction in accordance with UBC Chapter 33. The Contractor shall protect all areas from damage which may occur during construction. Any damage to new and existing construction structures and equipment shall be repaired or replaced to the satisfaction of the Owner, at the expense of the Contractor.
10. The Contractor shall provide all necessary protection for his work until completion of construction.
11. The Contractor shall maintain a current and complete set of construction drawings on site during all construction phases for the use of all trades. The Contractor shall see that all subcontractors receive complete sets of construction drawings, or assume full responsibility for coordination of work when complete sets are not available to subcontractors.
12. All existing manufactured items not being removed shall be refurbished as required, any loose items tightened (including, but limited to, exit signs, downlights, speakers, moldings, etc.), and any missing parts replaced by the Contractor to achieve a complete installation with a new appearance.
13. As required exits, ways of approach hereto, and ways of travel from the exit into the street shall continuously be maintained free from all obstructions and impediments for egress in case of fire or other emergency.
14. During the entire period of demolition and construction, all existing exit signs, exit lighting, fire protection devices and alarms shall be continuously maintained.
15. Insurance and bonding for the project shall be as directed by and to the satisfaction of the Owner.
16. The Contractor shall verify size, location, electrical requirements, and characteristics of all existing equipment shall be furnished by the Owner or others prior to the start of related work with the manufacturer or supplier.
17. Contract close-out shall occur only after Architect has prepared the Certificate of Substantial Completion and punch list, and punch list items have been corrected. The Contractor shall submit maintenance and warranty manual of items, and record drawings to Architect with his final application for payment. Architect shall prepare any necessary change orders required to finalize the cost of the project based on the Contractor's final submittals.
18. Manufacturer's name, trademark, logos, etc., shall not be visible to the public.
19. All 'Existing to Remain', 'Existing to be Relocated', and/or new items installed by the Contractor, in addition to being properly protected throughout the period of construction shall be thoroughly cleaned to the satisfaction of Architect prior to being turned over to the Owner.
20. The Contractor agrees to pay all transportation charges on all material and equipment to the point of use and shall be responsible for all unloading, checking, and storing of same in connection with this contract.
21. The Contractor shall provide blocking, bracing, framing hangers, or other support for all fixtures, equipment, cabinets, and all other items as required.
22. Maximum room occupant load signs shall be furnished and installed as required by the California Building Code.
23. All symbols and abbreviations used on the drawings are considered construction standards. If the Contractor has questions regarding their definition, Architect shall be notified for clarification.
24. Do not scale drawings, dimensions govern. Large scale details govern over smaller scale details.
25. No substitutions of specified materials shall be permitted without first submitting specifications, samples, and cost impact for Architect.
26. At the time of bid submittal, the Contractor shall advise Architect in writing, of any specified materials or equipment which are either unavailable or will cause a delay in the completion of construction.

Code Compliance Notes

1. All work performed by the Contractor shall conform to the requirements of local, municipal, State and Federal laws as well as any other governing requirements, whether or not specified on the drawings.
2. Where the contract notes or drawings call for any work of a more stringent nature than that required by the building code or any other department having jurisdiction over the work, the work of the most stringent nature shall be required by the contract, construction notes, or drawings shall be furnished in all cases.
3. The Contractor shall obtain for all legally required approvals and permits necessary for the execution and completion of his work. Forward copies of approved permits to Architect.
4. The facilities including, but not limited to, sanitary facilities, must comply with accessibility requirements (T-24 and ADA).
5. Toilet facilities shall be identified by signage in compliance with the International Symbol of Accessibility (CBC Chapter 11B).
6. The path of travel from the designated handicap parking spaces and the public sidewalk shall provide a free and unobstructed passage for access to and egress from the area of work.
7. Light and control switches shall be mounted not more than 4'-0" above the floor or working platform.
8. Doors shall be not less than 3'-0" in width and not less than 6'-8" in height.
9. Floor or landings located at a doorway shall be not more than 1/2" lower than the top of the threshold, which shall have a 1/4" maximum vertical edge and a change in level not greater than 1/2".
10. A clear and level area shall be provided on each side of exit doors with a length of at least 6'-0" in the direction of the door swing and at least 48" in the opposite direction, measured at right angles the door in its closed position.
11. All hardware shall be of lever type to comply with accessibility requirements.
12. The bottom 10" of doors, except automatic and sliding doors, shall have a smooth uninterrupted surface.
13. Exit doors shall be operable from the inside without the use of a key or any special knowledge or effort. Special locking devices shall be of an approved type. Exit doors shall be self-closing with a door closer set so that the door takes at least 3 seconds to close from an open position of 10 degrees to within 3" of the latch.
14. Provide mechanical supply and exhaust ventilation in all new occupied areas. See "M" sheets.

Mandatory Energy Notes

1. Installed insulating material shall have been certified by the manufacturer to comply with the California quality standards for insulating material.
2. All insulating materials shall be installed in compliance with flame spread rating and smoke density requirements of CBC Section 702.
3. All joints and openings in the building envelope that are observable sources of air leakage shall be caulked, gasketed, weather-stripped or otherwise sealed.
4. Existing insulated envelopes are not being altered. Existing buildings have been constructed under prior permits and are approved conditioned spaces.

Fire Department Notes

1. NFPA 13 Fire Sprinkler System is provided throughout building. Extend coverage to all newly created spaces. Contractor to submit drawings for separate permit for automatic fire alarm and sprinkler system. Calculations for the flow shall be in accordance with Appendix III-A.
2. Existing automatic sprinkler systems are supervised by an approved central proprietary or remote service station or shall be provided with a local alarm which will give an audible signal at a constantly attended location.
3. All sprinkler work shall be designed and performed by a C-16 licensed contractor under a separate permit.
4. Smoke detectors shall be installed per UFC, CBC, CBC.
5. Fire Department shall inspect/approve the following:
 - a. Fire sprinkler plans/calculations prior to start of construction.
 - b. Final occupancy sign-off prior to occupancy.
 - c. Fire Department shall be given 24-hour notice for all inspections.
6. All permits shall be issued prior to start of any work.

Exit Signage Notes

1. Where Required: The path of travel to and within exists in a building shall be identified by exit signs conforming to the requirements of Section 1005.5. Exit signs shall be readily visible from any direction of approach. Exit signs shall be located to clearly indicate the direction of egress travel. No point shall be more than 100 feet from the nearest visible sign.
2. Graphics: The color and design of lettering, arrows and other symbols on exit signs shall be in high contrast with their background. Exit signs shall have the word "EXIT" on the sign in block capital letters not less than 6 inches in height with a stroke of not less than 3/16 inch. The word "EXIT" shall have letters having a width of not less than 2 inches except for the letter "I" and a minimum spacing between letters of not less than 3/16 inch. Signs with lettering larger than the minimum dimensions established herein shall have the letter width, stroke and spacing in proportion to their height.
3. Illumination: Exit signs shall be internally illuminated. Internally illuminated signs shall provide equivalent luminance of 5 foot candles and be listed for that purpose.
4. Power Source: All exit signs shall be illuminated at all times. To ensure continued illumination for duration of not less than 90 hours in case of primary power loss, the exit signs shall also be connected to an emergency electrical system provided from storage battery.

Best Management Practices

- Eroded sediments and other pollutants must be retained on site and may not be transported from the site via sheet flow, surface area drains, natural drainage courses or wind.
- Stockpiles of earth and other construction related materials must be protected from being transported from the site by the forces of wind or water.
- Fuels, oils, solvents and other toxic materials must be stored in accordance with their listing and are not to contaminate the soil and surface waters. All approved storage containers are to be protected from the weather. Spills may not be washed into the drainage system.
- Excess or waste concrete may not be washed into the public way or any other drainage system. Provision must be made to retain concrete wastes on site until they can be disposed of as a solid waste.
- Trash and construction related solid wastes must be deposited into a covered receptacle to prevent contamination of rainwater and dispersal by wind.
- A minimum of 50% of the construction waste generated at the site shall be diverted to recycle or salvage.

Covenant and Use Agreement

Code Analysis

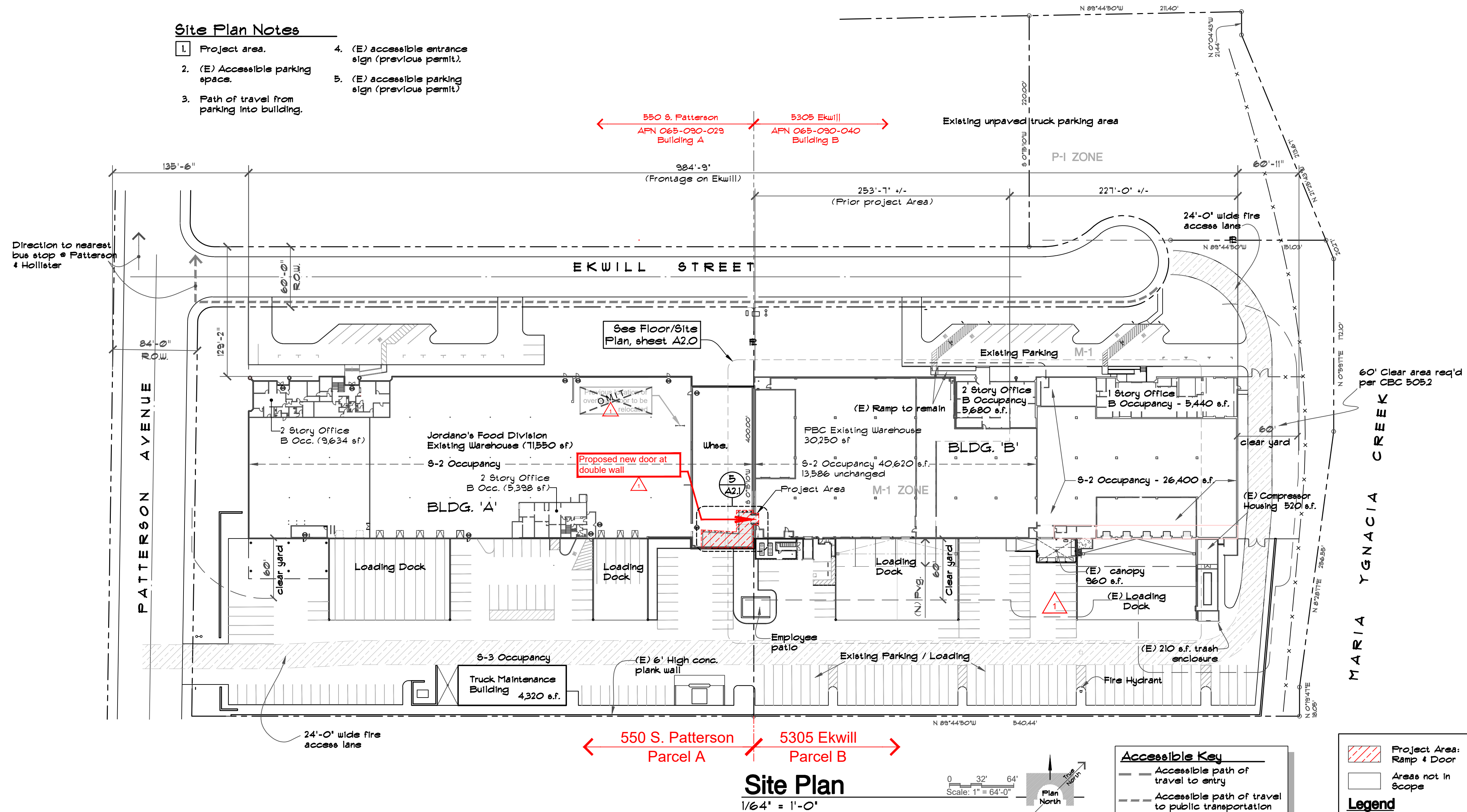
Occupancy Group:	9-2 / B (See Site Plan below for areas)	Draftstopping:	(In attic) Not required, per exception for automatic sprinkler system (Sec. 108.4.3)
Construction Type:	V-B, Sprinklered	Exits:	101B, Warehouse Freezer, 2 exits required Table 101B, Warehouse Freezer, 2 exits provided, OK Table 101B, Warehouse Freezer, 2 exits provided, OK
Occupancy Separation:	Table 508.4, 1st req'd between 9-2 and B Existing non-conforming built in 1981	Exit Separation:	CBC 101B.2.1 Except 2 1/3 diagonal distance Freezer req'd, 14'1" = 3 = 49' Actual = 91'-6", OK
Occupant Loads:	Table 1004.1.2: Warehouse = 1/500 sf, Office = 1/50 sf	Exit Illumination:	Req'd per 1006 for new freezer space (See A2.0 for plan)
Building A:	Warehouse 71,550 sf = 500 = 143 Office 15,032 sf = 150 = 100 Total 86,582 sf 243 occ.	Plumbing Fixtures:	CPC Table A (per Table 42.1)
Building B:	Warehouse 67,020 sf = 500 = 134 Office 11,120 sf = 150 = 44 Total 78,140 sf 208 occ.	Bldg. A:	Warehouse = 71,550 = 143 Occupants Office = 15,032 = 100 Occupants Warehouse Required, 2 Office Required, 2 Provided, 1 plus 1 urinal, OK Toilet rooms are unisex per CPC 412.3
Bldgs. A + B:	Warehouse 138,570 sf = 500 = 277 Office 26,152 sf = 150 = 174 Total 164,722 sf 451 occ.	Bldg. B:	Warehouse = 67,020 = 134 Occupants Office = 11,120 = 14 Occupants Warehouse Required, 2 Office Required, 2 Provided, 1 plus 1 urinal, OK Toilet rooms are unisex per CPC 412.3
Number of Stories:	1	UFC 9102.6.1 Exception 2:	Smoke and heat vents not required for Class 1 frozen food storage.
Allowable Area:	Sec. 507.1, Unlimited Area Bldgs. Area permitted for B + B occupancies when fully sprinklered and surrounded by 60" min. yards (See Site Plan, this page) - OK		
Opngs. at Party Wall:	Permitted per 706.11, and per Exception 2: See on plans: Agreements permitting the Owners of portions of the building located on either side of the lot line access to the other side for purposes of maintaining fire and life safety systems necessary for the operation of the building.		

Project Statistics

APN's:	065-090-029 (Bldg. A) -and- 065-090-040 (Bldg. B) M-1	Truck Loading:	Required: 3 Provided: 1 OK
Zoning:	IG	Accessible Parking:	Required: 5 Provided: 5 OK
Zoning District:	IG		
Area of Work:	1056 sf See table below		
Grass Land Area:	Excludes Creek Easement & ROW		
Land Area:			
Parcel A:	Parcel B:	Parcels A + B:	
APN:	065-090-029	065-090-040	065-090-029 & 065-090-040
Net Area:	5.00 Ac 266,688 sf	4.75 Ac 207,330 sf	9.75 Ac 474,018 sf
Building Coverage:	10,337 sf 30.12%	79,130 sf 28.20%	179,467 sf 31.66%
Landscape Area:	48,483 sf 18.18%	54,000 sf 26.10%	102,573 sf 21.66%
Paved Area:	137,888 sf 51.70%	74,110 sf 35.70%	211,998 sf 44.72%
Building Areas:			
Bldg. A:	Bldg. B:	A + B Total:	
Warehouse 71,550 sf	Warehouse 67,020 sf	Warehouse 138,570 sf	
Office 15,032 sf	Office 11,120 sf	Office 26,152 sf	
Total 86,582 sf	Total 78,140 sf	Total 164,722 sf	

Site Plan Notes

1. Project area.
2. (E) Accessible parking space.
3. Path of travel from parking into building.
4. (E) Accessible entrance sign (previous permit).
5. (E) Accessible parking sign (previous permit).



Sheet Index

- Architectural
- A1.0 Site Plan, Statistics
 - A2.1 Existing Plan, Ramp & Foundation Plan
 - A3.0 Sectional Elevations, Ramp Details
 - A3.1 Details: Opening

Structural - New & Enlarged Opening

- 80.01 Structural Notes
- 80.02 Special Inspection, Structural Observation, Notes
- 81.0 Partial Foundation & Roof Framing Plan
- 81.02 Opening Reinforcement Details
- 81.2 Opening Reinforcement Details

Structural - New Ramp

- 81.01 Structural Notes
- 81.02 Typical Structural Details & Special Inspections

Electrical

- E1.0 Symbols, Specs, Schedule
- E1.1 Single Line Diagram
- E2.0 Site Electrical Plan
- E3.0 Partial Power Plan

Scope of Work

Area of Work: 1140 sf. Δ

- Scope of Work:
1. Execute a Covenant and Use Agreement provided by City of Goleta.
 2. Install:
 - a. A new door opening between 2 adjacent buildings (Building A & Building B) with new overhead cargo door within Building B, and
 - b. New concrete ramp to accommodate forklifts up to 10,000 lbs. in Building A.
 - c. Enlarge existing opening near bottom of new ramp.
 3. No exterior work is included in scope of this project.

Deferred Submittals - See Notes in right column of this sheet.

Deferred Submittals

1. The following are deferred submittals:
 - a) Fire sprinkler alterations, under separate permit.
 - b) Alterations to Freezer insulated wall panels.
2. Deferred submittals shall be reviewed by Architect or Engineer of record prior to submittal to the Building Official (CBC 106.3.4.2).

Project Directory

OWNER
Pacific Beverage Company
1005 S. Patterson Ave.
Santa Barbara, CA 93101
Tel: (805) 964-3574

STRUCTURAL - (WALL) Δ
Shawn Pierce Engineering
1005 S. Patterson Ave.
Santa Barbara, CA 93101
Tel: (805) 964-3574

STRUCTURAL - (RAMP) Δ
Shawn Pierce Engineering
1005 S. Patterson Ave.
Santa Barbara, CA 93101
Tel: (805) 964-3574

ELECTRICAL
Shawn Pierce Engineering
1005 S. Patterson Ave.
Santa Barbara, CA 93101
Tel: (805) 964-3574

Seismic Design Data

Seismic Design Category	E
Site Class	D
Latitude	34.430°
Longitude	-119.808°
Risk Category	II
Importance Factor - I_p	1.0
Spectral Response Accel. - S_a	0.295
Spectral Response Accel. - S_a	0.103 .75
Spectral Response Coeff. - R_w	1.91
Spectral Response Coeff. - R_w	1.03
Response Modification Coeff. - R_m	
Seismic Response Coeff. - C_p	
Component Amplif. Factor - a	
Component Response Factor - R	

Special Inspections

1. Epoxy anchors into existing concrete
2. Concrete having a compressive strength F_c exceeding 2500 PSI.
- 2.1. Concrete at door infill: special inspection required.
- 2.2. Loading ramp at dock doors: special inspection required.
- 2.3. Reinforcement tying: special inspection NOT required.
3. Field welding

Applicable Codes

The plans are in compliance with:

- 2019 Ca. Building Code
- 2019 Ca. Existing Building Code
- 2019 Ca. Mechanical Code
- 2019 Ca. Plumbing Code
- 2019 Ca. Electrical Code
- 2019 Ca. Energy Code (T24)
- 2019 Ca. Fire Code

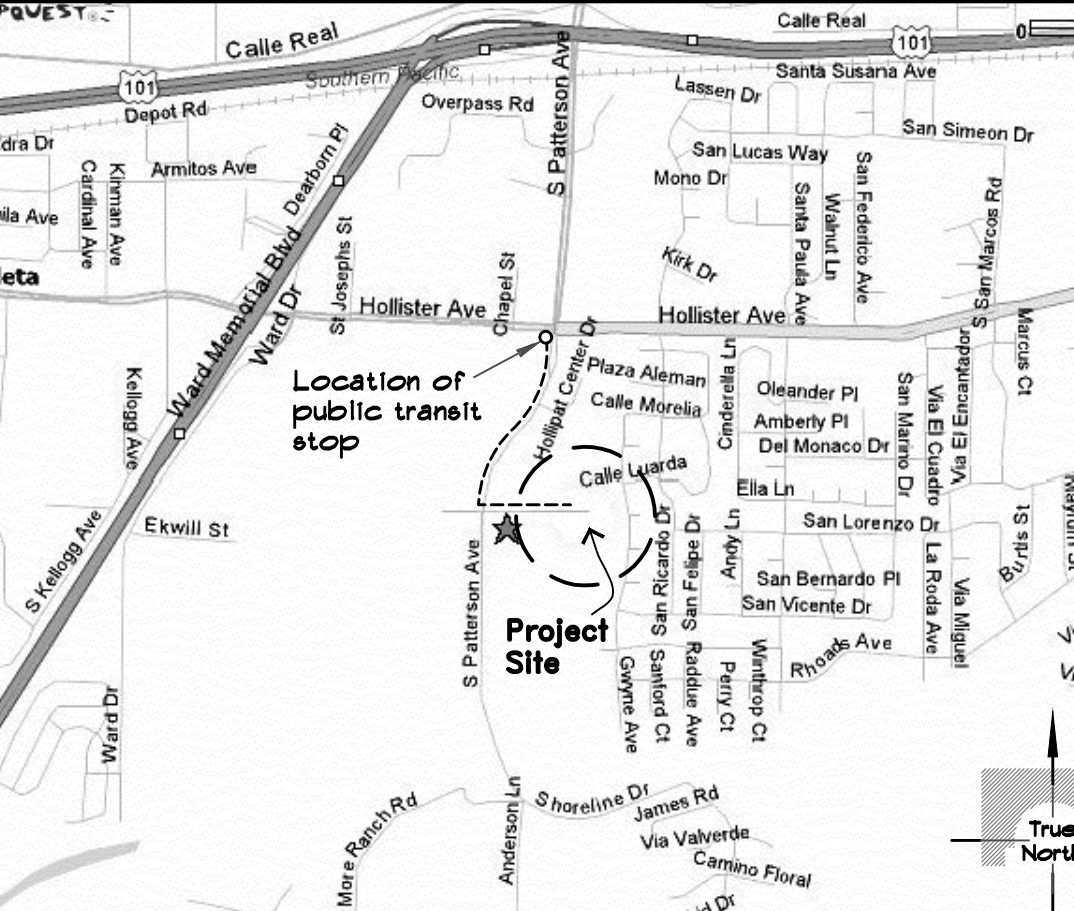
2019 Ca. Green Building Standards Code

2019 CBC Americans with Disabilities Act Standards

Applicable State Codes

City of Goleta Municipal Ordinances

Vicinity Map



LMA ARCHITECTS

829 De La Vina Street, Suite 205
Santa Barbara, CA 93101
(805) 963-3357 Fax (805) 963-2785
A California Corporation

Consultant

Revisions

Date	#	Remarks
01/02/23	1	CPC Corrections
11/02/23	2	Owner Revisions

Client

Jordano's, Inc.
550 S. Patterson Ave.
Goleta, CA 93111

Jordano's
Door & Ramp
Bldgs. A & B
5305 Ekwill Street &
550 S. Patterson St.
Goleta, CA 93111

Site Plan and Statistics

Progress

Date	Aug 03, 2023	Job Number	191802
Drawn By	JAG	Checked by	JAG
Sheet		of	Sheets

Not to scale



14

Revisions	Date	#	Remarks
10/02/22		1	PC Corrections
11/02/23		2	Owner Revisions

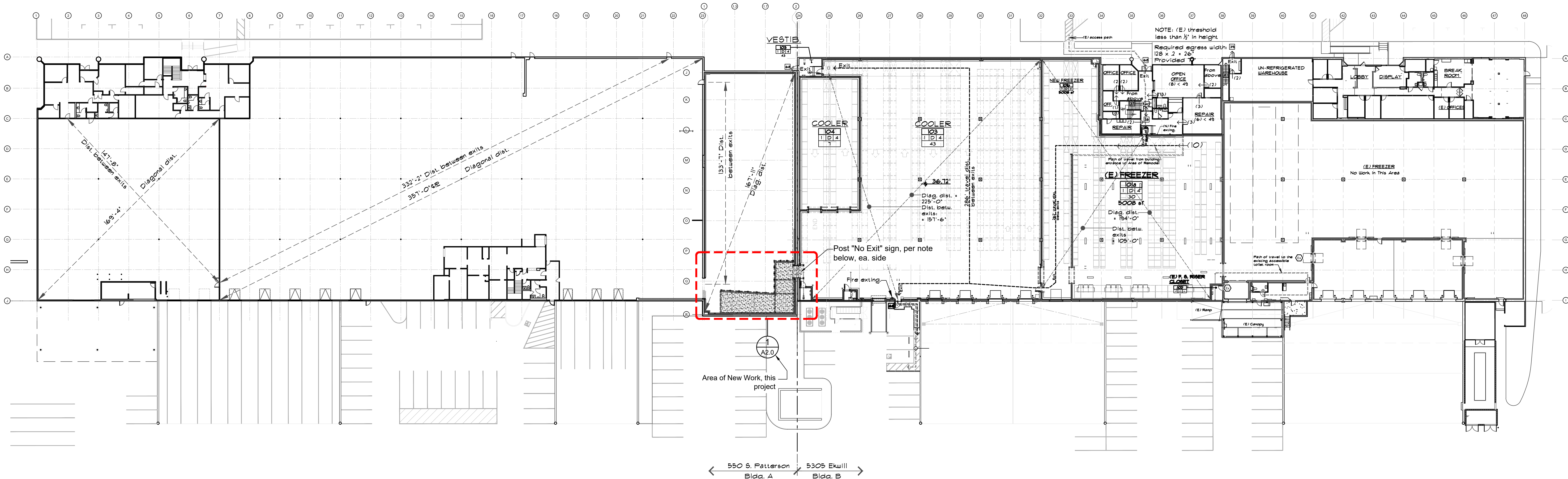
Client
Jordano's, Inc.
550 S. Patterson Ave.
Goleta, CA 93111

Jordano's
Door & Ramp
Bldgs. A & B
5305 Ekwil Street &
550 S. Patterson St.
Goleta, CA 93111

Overall Exiting
Floor Plan, Ramp
& Foundation
Plans

Progress	Date	Job Number
Aug 03, 2023	191802	
Drawn By	JAG	
Sheet	of	Sheets

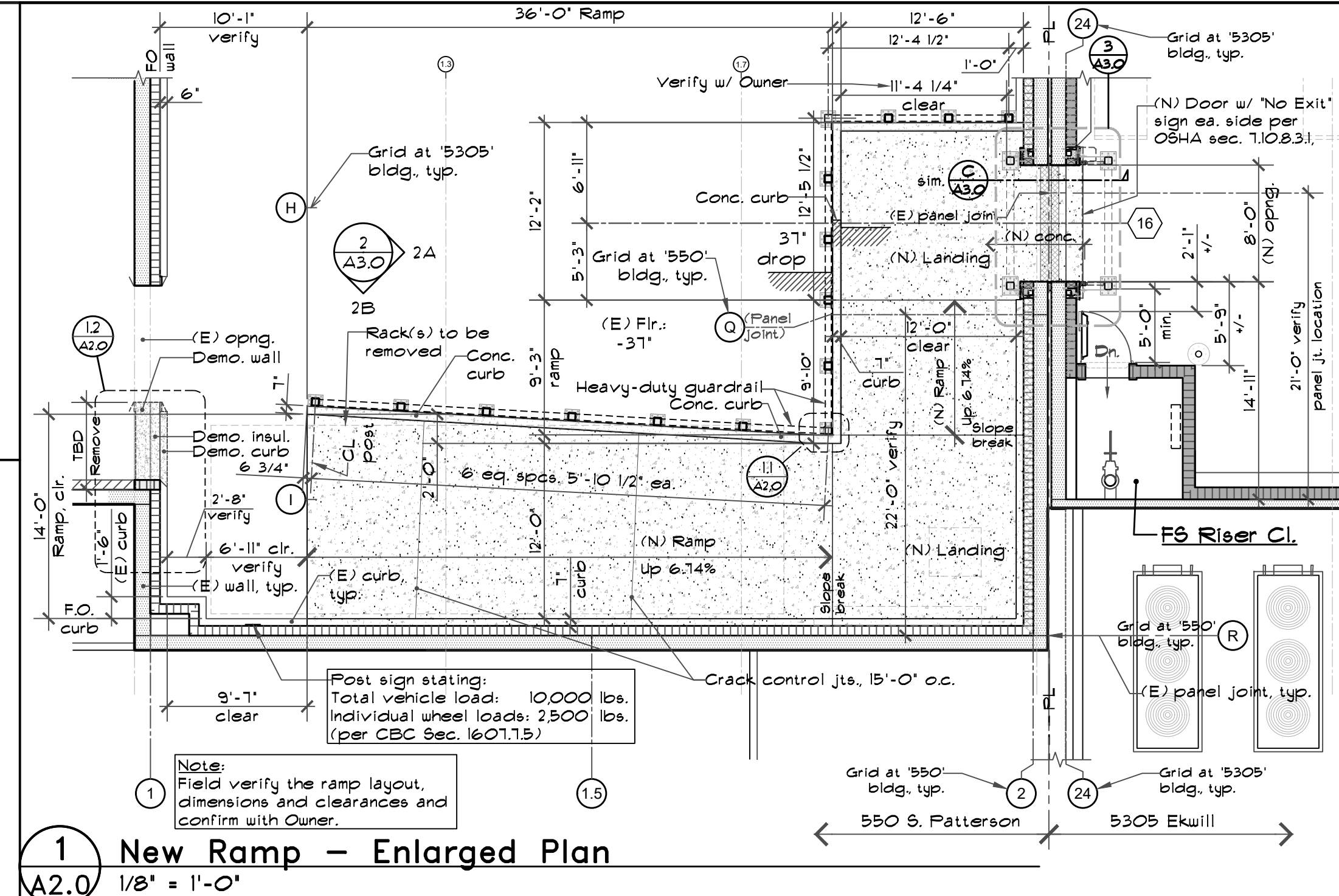
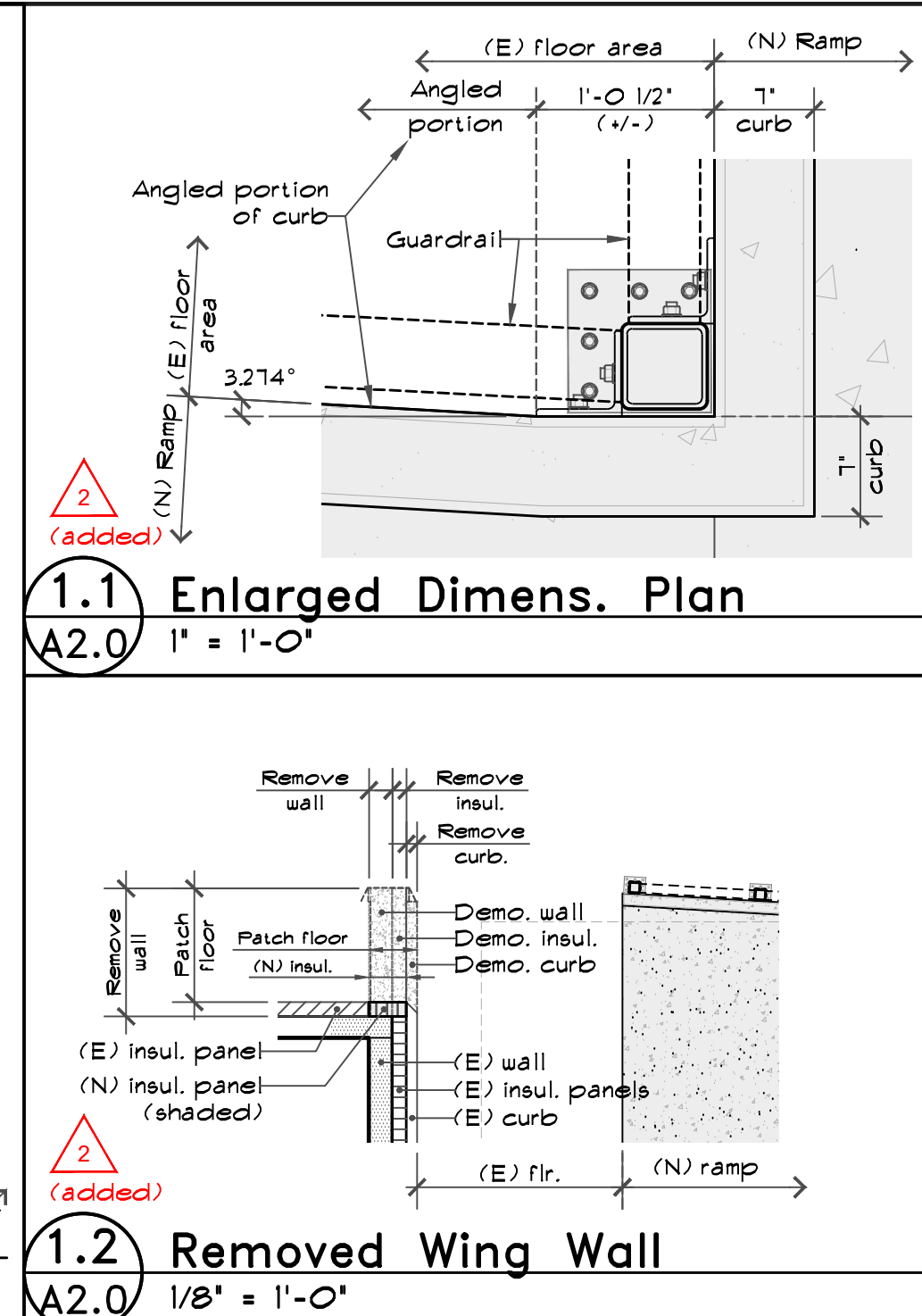
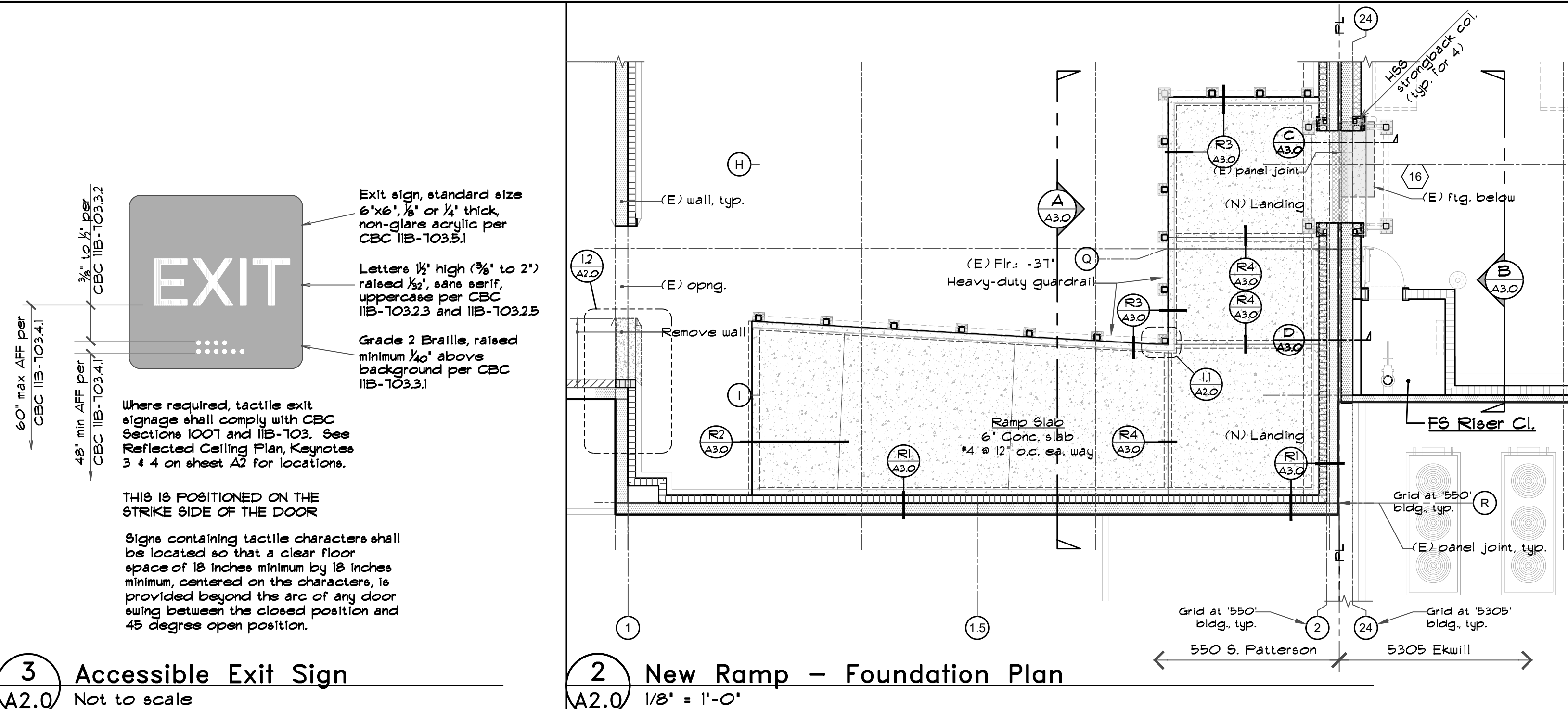
A2.0



7.108.3.1 No Exit.

7.108.3.1 Any door, passage, or stairway that is neither an exit nor a way of exit access and that is located or arranged so that it is likely to be mistaken for an exit shall be identified by a sign that reads as follows: NO EXIT.

7.108.3.2 The NO EXIT sign shall have the word NO in letters 2 in. (51 mm) high with a stroke width of 3/8 in. (9.5 mm), and the word EXIT in letters 1 in. (25 mm) high with the word EXIT below the word NO, unless such sign is an approved existing sign.



Attachment 3

Letter from Jordano's Inc.



August 14, 2023

Lisa Prasse
Luisa Negrete
Planning and Environmental Review Department
City of Goleta

Re: Covenant and Agreement for Jordano's Inc at 550 S. Patterson Ave and 5305 Ekwil Street

I am writing to ask for the approval of the Goleta City Council to provide the City Manager with the authority to execute a Covenant and Agreement regarding the use and maintenance of the adjacent warehouses at 550 S. Patterson Avenue and 5305 Ekwil Street. We operate Jordano's Foodservice out of both buildings which are approximately 145,000 square feet combined.

In 2022 we were in the process of a remodel of the 5305 Ekwil building which included an expansion of the refrigerated and frozen modules in the building. In May of 2022 we initiated discussions with the city planning department about cutting a door through the two buildings and building a ramp on the 550 South Patterson side because the elevation of the 550 South Patterson building is about four feet lower. We feel that the access inside and through the two buildings is necessary to:

1. Significantly reduce the outside traffic of our materials handling equipment such as forklifts and pallet jacks. Operating this equipment at night and in rainy conditions is a safety concern.
2. Reduce the movement of trailers at night for loading at the docks of the different temperature zones ; ambient, refrigerated, and frozen.
3. Improve our overall efficiency by reducing miles traveled and energy consumption.

We feel confident that the installation of an inside passage will also make us a better neighbor because we operate Jordano's Foodservice 24 hours a day, 6 ½ days a week.

The Covenant and Agreement is necessary because the ownership of the two buildings is different. We have a long-term lease on the 550 South Patterson building and are partners in the 5305 Ekwil building. In the Covenant and Agreement negotiated with the City Attorney Jordano's agrees to restore the buildings to their existing condition at the end of our use and indemnifies the City of Goleta for our actions. Our landlord and partners have agreed to the terms of this agreement.

We would greatly appreciate the City Council's approval of the appropriate authority for the City Manager to execute our Covenant and Agreement.

Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Jordano". The signature is fluid and cursive, with the first name "Jeff" and last name "Jordano" clearly distinguishable.

Jeff Jordano
President
Jordano's Inc.