Agenda Item B.1

PUBLIC HEARING

Meeting Date: July 11, 2022

TO: Planning Commissioners

FROM: Peter Imhof, Planning and Environmental Review Director

CONTACT: Kathy Allen, Supervising Senior Planner
Brian Hiefield, Associate Planner

SUBJECT: Conditional Use Permit and Design Review for Ellwood Recreational Vehicle (RV)/Boat/Contractor Outdoor Storage Use at 35 Ellwood Station Road; APN 079-210-066; Case No. 20-0003-CUP

RECOMMENDATION

It is recommended that the Planning Commission:

1. Open a public hearing to take verbal and written testimony; and

2. After considering the evidence presented during the public hearing, adopt Planning Commission Resolution No. 22-___, entitled "A Resolution of the Planning Commission of the City of Goleta, California, Finding the Project Categorically Exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15332 and Approving the Conditional Use Permit to allow 170 space Recreational Vehicle and Boat and 13 space Contractor outdoor storage use by Alastair Winn of 35 Ellwood Station Road, LLC to be located at 35 Ellwood Station Road, Goleta, CA; APN 079-210-066;Case No. 20-0003-CUP." (Attachment 1)

PROPERTY OWNER

Ellwood Station, LLC
c/o Alastair Winn
479 Santa Rosa Lane
Montecito, CA 93108

APPLICANT/AGENT

Gelare Macon, AICP, LEED AP
Flowers and Associates, Inc.
115 West Canon Perdido Street
Santa Barbara, CA 93101

APPLICANT'S REQUEST

Gelare Macon, AICP, LEED AP of Flowers and Associates, on behalf of Alastair Winn of Ellwood Station, LLC (the "Applicant" and "Property Owner") has submitted a request for a Major Conditional Use Permit to allow the use of the subject property for a mix of outdoor storage uses with ancillary improvements (remodeled bathroom, parking,

security lighting, landscaping etc.) on the 4.9-acre site. The specific application is described below.

The applicant has requested the approval of the following at 35 Ellwood Station Road:

> (i) a Conditional Use Permit (CUP) to reuse the property for a mix of outdoor storage uses, such as for contractors' materials/equipment, boats, and recreational vehicles (RVs). The project involves reuse of on-site concrete surface and new pervious paving to construct a level drive and circulation surface. The project includes the remodeling of the existing on-site restroom and installation of landscaping, security lighting, and security fencing. A total of 170 spaces for boats and RVs and 13 contractor storage areas for materials and equipment are proposed.

JURISDICTION

The Planning Commission has jurisdiction over the requested CUP, pursuant to Title 17 (Zoning) of the Goleta Municipal Code (GMC), Section 17.57.040(B). Decisions by the Planning Commission are discretionary and subject to appeal to the City Council.

BACKGROUND

Permit History Summary

- On October 23, 1957, the County approved 57-CP-43 authorizing a cement batch plant facility on site.
- On May 5, 2020, the City of Goleta approved Building Permit 20-B-0149 authorizing the demolition of the cement batch plant facility.
- On March 30, 1990, an access agreement between Southern Pacific Transportation Company (Railroad) and RE Accommodation Company (the owner of 35 Ellwood Station Road) was recorded. The agreement gave the Property Owner of 35 Ellwood Station Road (and successors in interest) the right to access the property across the portion of the Ellwood Station Road that is owned by the Railroad.

Project Timeline

Project Application Filed:	*October 29, 2020*
Project Deemed Complete:	*August 3, 2021*
Design Review Board Conceptual Review:	*August 24, 2021*

Design Review Board Preliminary
Design Review Recommendation: *May 10, 2022*

Planning Commission Hearing: *July 11, 2022*

DRB Review

Conceptual Review

On August 24, 2021, the DRB conducted Conceptual Review of the project and generally had favorable comments regarding the proposed use, the proposed landscaping and the project's bioswale improvements regarding water quality. The project was continued with comments for the applicant to provide further study. Specific comments included the following:

- Study screening from the freeway corridor. Consider taller screening or use of existing berm.
- Consider providing a section drawing.
- Study security of underground pit structures to be capped and abandoned in place.
- Consider solar energy for the project.
- Consider a different plant species than bougainvillea for perimeter screening.
- Consider queuing at the front gate.
- Consider additional landscaping in the front.

The full DRB Minutes are provided in Attachment 2.

Preliminary Review

On May 10, 2022, the DRB conducted Preliminary Review of the project. The applicant provided the further materials as requested in the August 24, 2021 DRB's Conceptual Review comments. The DRB recommended that the Planning Commission grant Preliminary Design approval with the comment that additional landscaping be added to the front perimeter wall to the left of the access gate and door.

PROJECT LOCATION

The project site is located at 35 Ellwood Station Road, approximately 460 feet north of the intersection of Ellwood Station Road and Hollister Avenue adjacent to the Union Pacific Railroad (refer to the vicinity map below). The Assessor's Parcel Number is 079-210-066. The property is located in the Inland area of the City and has a Commercial General Plan land use designation (C-CG) and is zoned General Commercial (CG).

Figure 1: Project Location and Vicinity

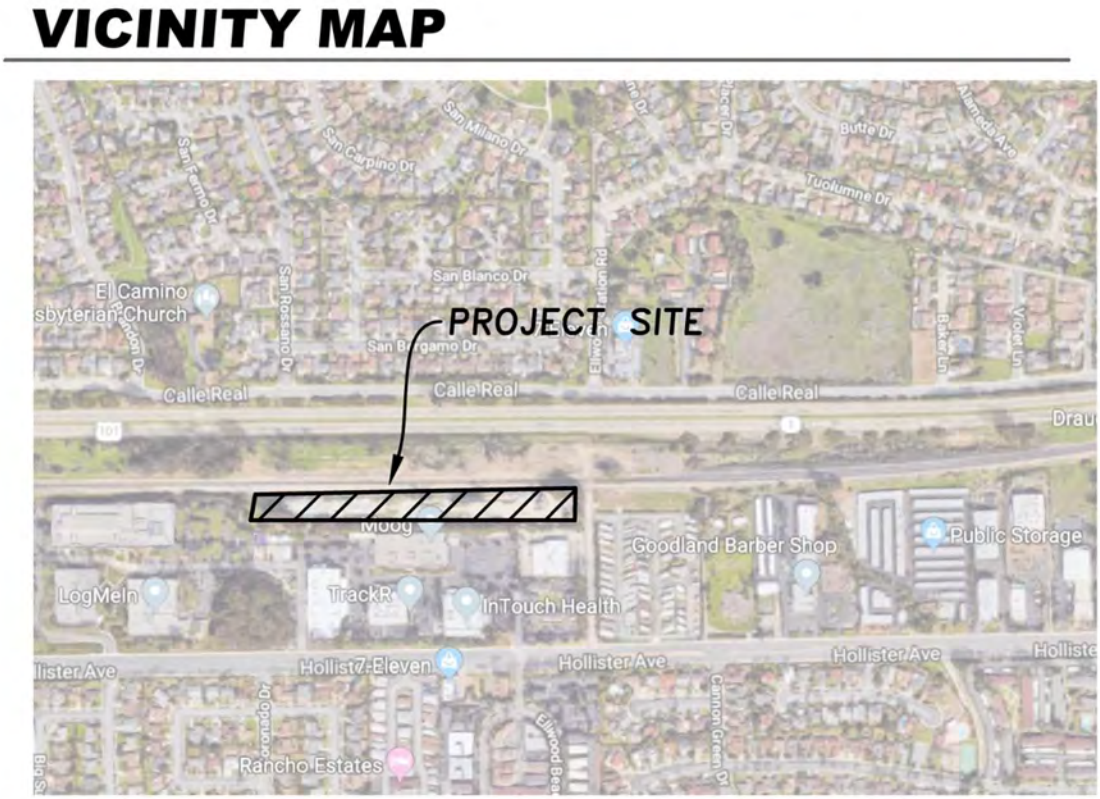
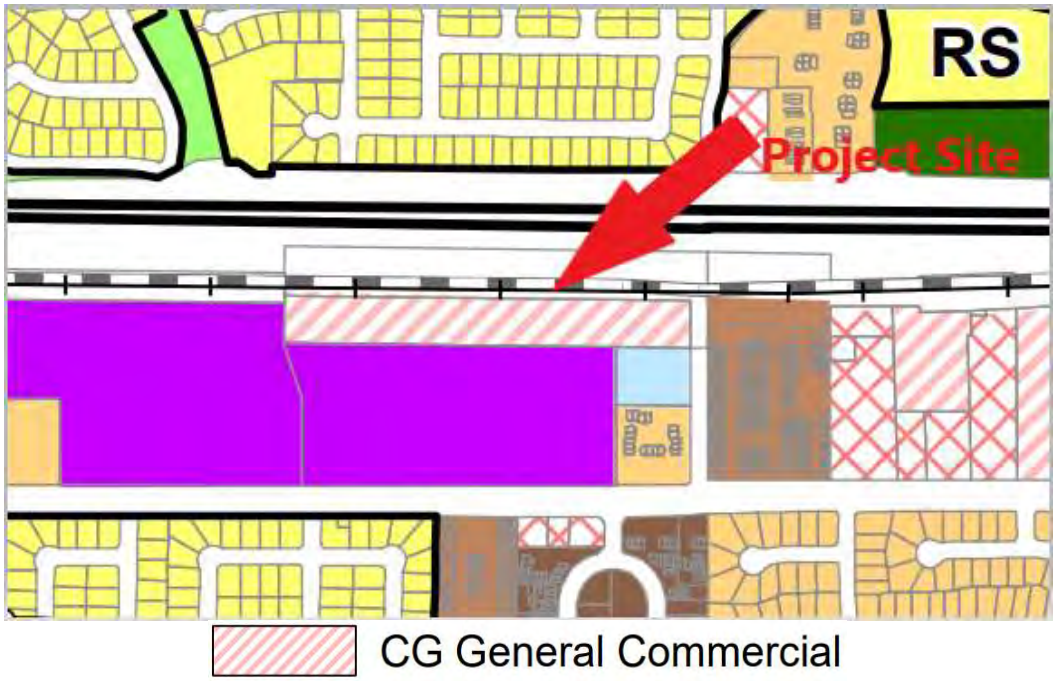


Figure 2: Assessor Parcel Map

Figure 3: Zoning and Land Use Plan Map



PROJECT DESCRIPTION

Ellwood Station, LCC has requested the approval of the following project components under the CUP application:

1. Modifications to an existing 190 sf, two-room building (storage room and single-room restroom) into a restroom building. The restroom is proposed to be connected to the existing Goleta West Sanitary District sewer system in Ellwood Station Road and the Goleta Water District water supply on-site.
2. Provision of 170 uncovered storage spaces for boats and RVs, totaling 60,341 square feet (1.39 acres) of the site.
3. Provision of 13 uncovered contractor storage areas for materials and equipment, totaling 18,423 square feet (0.42 acres) of the site. These spaces are proposed at the westerly portion of the site.
4. The existing septic system serving an existing single-room restroom is proposed to be abandoned in-place.
5. Provision of 3 on-site visitor parking spaces, inclusive of one accessible space, adjacent to the rehabilitated restroom building.
6. Two existing underground pit structures formerly used to convey materials are proposed to be curbed to protect from traffic and covered with a waterproof concrete roof to prevent ponding. The two structures will also be fenced for safety.
7. A 20-foot wide by 1,210-foot long landscaped bioswale is proposed along the southern property line to capture and partially treat storm water.
8. Other proposed improvements include 8-foot-high security fencing with landscape screening, decorative landscaping at the property entrance, an entrance gate, driveway, and a stepped concrete stem wall of approximately 8 feet in height. The site will be unstaffed; access will be by a monitored keypad with time lock to prevent use of the site outside of business hours from 7AM to 6PM (during daylight savings: 7AM to 7:30PM). Further, the site will have security cameras every 200 feet around the perimeter, which will be monitored 24 hours a day, seven days a week. Security lighting will be on motion sensors to discourage unwanted visitors.
9. Frontage improvements are proposed including sidewalk, curb, and gutter, and drainage improvements for storm water to connect to existing drainage improvements along Ellwood Station and pursuant to the City's standards.
10. The outdoor storage areas will not include any individual utilities (e.g., water, electricity) and no storage of hazardous materials beyond the National Fire Protection Association (NFPA) standard quantities would be allowed.
11. No new habitable structures are proposed as a part of the project and the project does not include any full-time employees. The site will be visited weekly by maintenance personnel, who will conduct landscape maintenance, inspection of rental stalls and any debris cleanup required.

Utilities/Grading

The site is served by the Goleta Water District (GWD) and will be annexed into the Goleta West Sanitary District (GWSD) prior to construction. As described above, the on-site septic system will be abandoned in place and the new restroom facility will be connected to a Goleta West Sanitary District sewer main that will be extended further north in Ellwood Station Road. The sewer lateral will be placed in a trench no deeper than 24 inches onsite.

The site is guaranteed water service based on historic water credits and the anticipated Water Demand Analysis. The GWD has provided a Preliminary Water Service Determination and both GWD and GWSD will require the issuance of a Can and Will Serve Letter/Connection Permit to the applicant, prior to Building Permit Issuance. Preliminary earthwork quantities for the project are estimated at 1,000 cu. Yds of cut and 1,600 cu. Yds. of fill, utilizing crushed base material from on-site. No export or import of fill is proposed.

Stormwater

The stormwater drainage plan includes a landscaped bioswale along the southern property line at approximately 20 feet in width by 1,210 feet in length to capture and partially treat storm water. The project would drain excess filtered stormwater to the existing storm drain system via stormwater infrastructure on Ellwood Station Road.

Parking

The project includes 3 on-site parking spaces for visitors and maintenance staff, inclusive of one accessible space and two parallel spaces, adjacent to the improved restroom building. There is not a specific minimum parking space requirement for outdoor storage yards identified in GMC 17.38.040 Required Parking Spaces and GMC 17.38.040(A) gives the Planning Commission, as the review authority, the authority to determine an appropriate number of parking spaces for the proposed use. Any parking spaces proposed must be consistent with GMC 17.38.110 Parking Area Design and Development Standards.

Traffic

The project will add three (3) additional PM Peak Hour Trips and 53 Average Daily Trips to the circulation network around the site, based on the submitted Traffic Study prepared by Associated Transportation Engineers, dated October 21, 2020. The City of Goleta Public Works Department staff has reviewed the traffic study and concurs with the conclusions of the report. The project would not result in any significant impacts related to traffic, as the project and cumulative roadway/intersection volumes would not exceed the City's Level of Service C threshold. Please refer to the General Plan Consistency Analysis (Attachment 1, Exhibit 3) for additional information on Transportation policy consistency.

Vehicle Miles Travelled (VMT)

In 2013, the State of California passed Senate Bill SB 743, which mandated that congestion would no longer be used to measure transportation impacts. VMT is a calculation of every trip taken by a person multiplied by the length of each trip. While total VMT is projected to increase as the population grows, VMT per person must decrease over time in order to meet State air quality and sustainability goals.

Under this new method, if the average VMT associated with the project exceeds the established threshold, then either the project needs to be modified (change in the mix of uses, reduction in square footage) or transportation demand measures must be made to mitigate VMT. The 53 daily vehicle trips anticipated for the project are below the City of Goleta Vehicle Miles Traveled threshold of 110 daily vehicle trips and, therefore, do not warrant additional VMT analysis.

Archaeological Resources

An Archaeological Survey Report, dated October 21, 2020 and revised January 10, 2022, has been prepared by Allison Jaqua, M.A. The study concluded that the site has a low potential for discovery of archaeological resources given previous disturbance and the minimal ground disturbance associated with the project. Out of an abundance of caution, the project will be conditioned to include all mandatory grading best practices, including monitoring by a City of Goleta-approved archaeologist and Tribal representative.

In the unlikely event cultural resources are found, the project will be conditioned to temporarily halt all grading activities and contact the City of Goleta Planning and Environmental Review Department (PER). Grading activities may only resume after PER gives authorization to do so. If human remains are found during grading activities, State of California Health and Safety Code Section 7050.5 covers these findings. No further grading activities shall occur until the Santa Barbara County Coroner has made a determination of origin and disposition. If the human remains are determined to be prehistoric, the Coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a Most Likely Descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. A peer review of the Archaeological Survey Report was conducted by a City of Goleta-approved third-party archaeologist, who concurred with the analysis and conclusions of the study.

While a formal Native American Consultation is not required as the project has been found to be exempt from CEQA, the project archaeologist conducted Native American outreach with local tribal representatives as part of the Archaeological Survey Report, based on a list of Native American individuals and groups who may have knowledge of cultural resources in the area received from the Native American Heritage Commission.

ANALYSIS

The applicant wishes to accommodate various types of storage-related demand at the site. In particular, the applicant sees a demand in the City for storage of boats and RV's in light of the City's ordinance to regulate the storage of large vehicles in the public right-of-way pursuant to GMC Title 10, Chapter 10.01, Article VII, Section 10.01.410 (Large Vehicle and Trailer Parking Restrictions). Additionally, the applicant has identified a need for contractor storage areas where the building industry can store equipment, tools and materials in support of regional construction projects.

California Environmental Quality Act Analysis

City staff has concluded that the Project is categorically exempt from the California Environmental Quality Act (CEQA) under the Class 32 exemption for infill development projects, consistent with State CEQA Guidelines Section 15332. A Class 32 Categorical Exemption consists of projects characterized as in-fill development where: (a) the project is consistent with the applicable general plan designation and all applicable general plan policies, as well as with applicable zoning designation and regulations, (b) the project occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) the project site has no value as habitat for endangered, rare or threatened species, (d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) the project site can be adequately served by all required utilities and public services.

The Project reuses the mostly developed site and no new additional permanent structures are proposed. The property is in an urbanized area with a Zoning and General Plan Land Use designation of General Commercial (CG) and will not result in any changes to the allowable land uses. The proposed use is consistent with the land use designations of the site with the approval of a Conditional Use Permit. The Project is proposed to occur on a Parcel that is 4.9 acres, which is less than 5 acres in size. Moreover, the project site is located within the City of Goleta limits and it is substantially surrounded by urban uses, such as a mobile home park to the east, existing office to the west and south and the UPPR railroad line to the north. The project will be seved by all required utilities and public services.

The site does not contain special-status species and has no potential value as a habitat area for endangered, rare, or threatened species, given the site has been substantially previously developed. The closest riparian corridor or creek to the project site is approximately 735 feet to the northeast, separated by the railroad, US Highway 101, Calle Real, and other similar urban developments.

The project would not result in any significant effects relating to traffic as the project and cumulative roadway/intersection volumes would not exceed the City's Level of Service C threshold related to General Plan consistency analysis. The project would not result in any significant effects relating to noise. Anticipated operational noise of the facility is

not expected to exceed the ambient noise in the neighborhood generated by the railroad and roadways nearby, which range from 65 to 70 dBA CNEL based on existing noise level contours. In addition, the hours of operation for the facility will be limited to 7 AM to 6 PM (during daylight savings: 7 AM to 7:30 PM), seven days a week to avoid impacting neighboring residential uses.

For all of the foregoing reasons, the entirety of the project falls within the Class 32 Exemption set forth in State CEQA Guidelines section 15332.

The notice of exemption is included as Exhibit 1 of Attachment 1.

General Plan Land Use Consistency

The Land Use Element in the General Plan/Coastal Land Use Plan (GP/CLUP) designates the project site as General Commercial (C-G). This designation is intended "to provide appropriate sites to accommodate a diverse set of commercial uses that do not need highly visible locations, such as wholesale trade and service commercial, or that may involve activities that reduce compatibility with other uses…," as stated in GP/CLUP Policy LU 3.7. Table 2-2 of the Land Use Element lists "Outdoor Storage" as an acceptable use on properties with a C-G land use designation.

The proposed abandonment of the existing septic system and connection to the Goleta West Sanitary District sewer main under Ellwood Station Road are consistent with GP/CLUP policy as stated in Public Facilities Policy PF 4.2, requiring all new development to connect to the public sewerage system.

The project would not result in any significant impacts related to traffic, as the project and cumulative roadway/intersection volumes would not exceed the City's Level of Service C threshold, as stated in Transportation Element Policy TE 4.1.

The project would not result in any significant impacts to cultural resources as explained in the Archaeological Survey Report summarized in the Archaeological Resources analysis above. Therefore, the project is consistent with the City's requirements for the Protection of Native American and Paleontological Resources, as stated in Open Space Element Policy OS 8.1.

The project would not result in any significant impacts to safety as the topography of the site and surrounding developed parcels is gently sloped and the site is not mapped in an area of moderate or high landslide potential, a seismic zone, or a flood zone. A portion of the site is within the Airport Approach Zone; however, the proposed use is allowed in the Approach Zone as it won't produce smoke, electronic interference, or misleading lights and does not result in a large concentration of people as there are no permanent employees and the users of the outdoor storage will only be onsite for short durations. The project site and off-site improvement locations do not contain hazardous waste and are not on any list compiled pursuant to Section 65962.5 of the Government Code. Therefore, the project is consistent with applicable Safety Element Policy.

The project would not substantially induce unplanned population growth, nor would it result in any significant effects on housing or create any substantial new demand for housing as the project reuses the mostly developed site and no new additional permanent commercial structures are proposed. Ongoing operations of the project do not include any full-time employees. As such, no measurable impact due to population growth and housing demand in the area would occur and no mitigation of employee housing impacts is required per Housing Element Policy HE 2.2.

For a detailed General Plan Policy Consistency statement and how the proposed project is consistent with applicable Goleta General Plan elements, please see Attachment 1, Exhibit 3

Zoning Ordinance Land Use Regulations Consistency

In accordance with the General Plan Land Use designation for the site, the project site is zoned General Commercial (CG). The proposed use requires a CUP approved by the Planning Commission to operate in this zoning district under Title 17, as well as design recommendations to the Planning Commission by the Design Review Board. The project meets all of the applicable development standards, including but not limited to allowable uses, maximum building height, building coverage, and landscaping percentage as shown in Attachment 1, Exhibit 4. The Design Review Board completed Preliminary Review on May 10, 2022, with a positive recommendation of design-related items to the Planning Commission.

Findings of Approval

The findings for approval are located in Sections 3-5 in the proposed Resolution. A summary of the Conditional Use Permit and Design Review Findings are provided below.

The CG land use designation is intended for a wide array of commercial uses, many of which that do not rely on a street presence typically associated with retail and service type uses. Table 17.08 of zoning code lists Outdoor Storage Yards as a use allowed in the CG zone district with a Major CUP. The value of the Major CUP requirement in the CG zone district is to ensure that atypical uses, such as outdoor storage, are still compatible with the neighborhood and surrounding environment.

The proposed outdoor storage is a benign use category as compared to other uses allowed under General Commercial, such as automotive repair and wrecking, construction yards and animal keeping. As previously discussed, the hours of operation will be limited to 7AM to 6PM (during daylight savings: 7AM to 7:30PM) seven days a week, to ensure the health, safety and general welfare of the surrounding neighborhood is protected. The proposed use also provides a good buffer as the project site is located between the Railroad Right-of-Way and an office park complex.

The CUP request is also consistent with the Preliminary Design Approval findings within GMC Title 17, of Section 17.58.080. The project does not involve any new structural development and only includes the remodeling of an existing storage/bathroom building to a new bathroom. Additionally, the project will be screened by new walls/fencing and landscaping. Therefore, the project's size, bulk and scale will be appropriate to the site and compatible with the neighborhood.

The project will include landscaping improvements on either side of the entrance driveway and around the permitter of the site using native, drought tolerant plant and tree species. The existing site is largely void of landscaping and no specimen or protected trees exist and there is no native vegetation. Therefore, adequate landscaping is provided in proportion to the project and the site.

The proposed exterior security lighting is downward facing and will be dark-sky compliant and is only intended to illuminate the outdoor storage areas for security purposes. Therefore, the proposed exterior lighting design, size and location is appropriate and will be dark-sky compliant.

CONCLUSION/RECOMMENDATION

The project is consistent with the CG Land Use Designation in the GP/CLUP and GMC Title 17 Zoning. The project is categorically exempt from CEQA under the Class 32 exemption. All the required findings for the CUP and Preliminary Design Approval can be made for the reasons outlined in this report and in the associated Resolution. Therefore, staff recommends that the Planning Commission find the Project categorically exempt from CEQA and approve the CUP to allow the proposed use as outlined in the Planning Commission Resolution (Attachment 1).

PUBLIC NOTICE

On June 30, 2022, the hearing notice was published in the Santa Barbara Independent, and mailed to property owners and tenants within 500 feet of the site. The project site was also posted on June 24, 2022.

APPEALS PROCEDURE

The Planning Commission is the decision-maker on this project. The action of the Planning Commission may be appealed by an applicant or an aggrieved party to the City Council pursuant to Goleta Municipal Code Section 17.52.120. Appeals must be filed and associated fees must be paid within 10 calendar days of the appealable decision.

Legal Review By:	Approved By:
Winnie Cai Assistant City Attorney	Peter Imhof Planning and Environmental Review Director

ATTACHMENTS:

1. Planning Commission Resolution No. 22-___ entitled "A Resolution of the Planning Commission of the City of Goleta, California, Finding the Project Categorically Exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15332 and Approving the Conditional Use Permit to allow 170 space Recreational Vehicle and Boat and 13 space Contractor outdoor storage use by Alastair Winn of 35 Ellwood Station Road, LLC to be located at 35 Ellwood Station Road, Goleta, CA; APN 079-210-066;Case No. 20-0003-CUP."

   Exhibit 1 Notice of Exemption

   Exhibit 2 Conditions of Approval

   Exhibit 3 General Plan/Coastal Land Use Plan Consistency Analysis

   Exhibit 4 Zoning Consistency Analysis

2. DRB Minutes

3. Project Plans

4. Power Point Presentation

This page intentionally left blank.

Attachment 1

Planning Commission Resolution

This page intentionally left blank.

RESOLUTION 22-_____

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF GOLETA, CALIFORNIA, FINDING THE PROJECT CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT UNDER STATE CEQA GUIDELINES SECTION 15332 AND APPROVING THE CONDITIONAL USE PERMIT TO ALLOW A 170-SPACE RECREATIONAL VEHICLE AND BOAT AND A 13-SPACE CONTRACTOR OUTDOOR STORAGE USE BY ALASTAIR WINN OF 35 ELLWOOD STATION, LLC TO BE LOCATED AT 35 ELLWOOD STATION ROAD, GOLETA, CA; APN 079-210-066; CASE NO. 20-0003-CUP

SECTION 1: *Recitals***.** The Planning Commission finds and declares that:

WHEREAS, on October 29, 2020, Jay Higgins of H & H Environmental, Inc. on behalf of Alastair Winn of 35 Ellwood Station, LLC ("Applicants") filed an application requesting approval of a Conditional Use Permit for 35 Ellwood Station Road ("Project"). The applicant requests to allow the use of the subject property for a mix of outdoor storage uses with ancillary improvements (remodeled bathroom, parking, security lighting, landscaping, etc.); and

WHEREAS the City reviewed the Project's environmental impacts in accordance with the California Environmental Quality Act (Public Resources Code §§ 21000 *et seq*., "CEQA"), the regulations promulgated thereunder (14 California Code of Regulations §§ 15000 *et seq.*, the "CEQA Guidelines"), and the City's Environmental Review Guidelines ("Goleta Guidelines"); and

WHEREAS, on August 3, 2021, the City of Goleta deemed the application request complete; and

WHEREAS, on or before June 24, 2022, the site was posted for the July 11, 2022 Planning Commission meeting by the applicant (a minimum of 15 days prior to the Planning Commission meeting); and

WHEREAS, on June 30, 2022, notice of the public hearing was published in the Santa Barbara Independent and notices were mailed to owners within 500 feet of the project site and occupants within 500 feet of the project site; and

WHEREAS, on July 11, 2022**,** the Planning Commission conducted a duly noticed public hearing on the Ellwood RV/Boat/Contractor Outdoor Storage Use, at which time all interested persons were given an opportunity to be heard. Further, the Planning Commission considered the entire administrative record including, without limitation, staff reports, and oral and written testimony from interested persons.

SECTION 2: *Factual Findings and Conclusions.* The Planning Commission finds as follows:

A. The Project site is 4.9 acres in size (Assessor's Parcel No. 079-210-066). The Project site has a General Plan land use designation of General Commercial (C-G), and a Zoning Designation of General Commercial (CG). The area for the proposed use is relatively flat, devoid of native vegetation, contains concrete flatwork but is otherwise vacant. The proposed outdoor storage stalls are well placed within site and there are adequate drive-aisles and turnarounds to allow vehicles to circulate in and out of the property. The front gate is setback from the street so that vehicles can queue off the street to access the property safely without blocking traffic.

B. The improved access to the Project site is from Ellwood Station Road, an entry with pavers that meets Santa Barbara County Fire Department requirements.

C. The Project site was created by deed as described in file number 5660 in Book 243, Page 218 of Official Records of Santa Barbara County, recorded June 25,1931.

D. On March 30, 1990, an access agreement between Southern Pacific Transportation Company (Railroad) and RE Accommodation Company (the owner of 35 Ellwood Station Road) was recorded (Instrument No.90-021408). The agreement gives the Property Owner of 35 Ellwood Station Road (and successors in interest) the right to access the property across the portion of Ellwood Station that is owned by the Railroad.

E. Ellwood Station, LLC, property owner, requests approval of a Conditional Use Permit to allow the use of the subject property for a mix of outdoor storage uses with ancillary improvements (remodeled bathroom, parking, security lighting, landscaping etc.). A total of 170 uncovered RV and Boat storage spaces and 13 uncovered Contractor storage spaces are proposed. Access to the parcel would remain from Ellwood Station Road at an expanded entry apron and aisle.

F. On August 24, 2021, the DRB conducted Conceptual Review of the project and generally had favorable comments regarding the proposed use, the proposed landscaping and the project's consideration towards water quality. The project was continued with comments for the applicant to provide further study.

G. On May 10, 2022, the DRB conducted Preliminary Review of the project. The applicant provided further study as requested in the DRB's comments from the August 24, 2021 Conceptual Review. The DRB granted Preliminary Review with the comment that additional landscaping be added to the front perimeter wall to the left of the access gate and door.

H. The factual findings and conclusions in this Section are based upon substantial evidence found within the entirety of the administrative record.

SECTION 3: *Environmental Assessment for the Project.* The Planning Commission makes the following environmental findings:

A. The City has determined that the Project is exempt from further environmental review in accordance with California Environmental Quality Act Guidelines pursuant to 14 California Code of Regulations. Specifically, the project is exempt based on *§15332 (Infill Development Projects)*. The project is exempt due to its location on substantially developed sites surrounded by similar office-related uses. The existing and new parcels are and will be served by all required utilities and public services. The new development conforms to the policies of the City of Goleta General Plan and the regulations of Title 17, the Goleta Zoning Ordinance, within the City of Goleta Municipal Code. The project sites have no potential value as a habitat area for endangered, rare, or threatened species, given the sites have been substantially previously developed and are situated adjacent to similar developments within the urban context.

   The Project reuses the mostly developed site and no new additional permanent structures are proposed. The property is in an urbanized area with a Zoning and General Plan Land Use designation of General Commercial (CG) and will not result in any changes to the allowable land uses. The proposed use is consistent with the land use designations of the site with the approval of a Conditional Use Permit.

B. The Planning Commission reviewed the record of the proceedings and considered all information presented at or before all public hearings in accordance with CEQA Guidelines §15034.

C. Pursuant to CEQA Guidelines §15034, the Categorical Exemption reflects the City's independent judgment and analysis. The Planning Commission has independently reviewed and analyzed the Categorical Exemption prepared for the Project. The Categorical Exemption was prepared under the direction of the City of Goleta Planning and Environmental Review Department and reflects its independent judgment and analysis.

SECTION 4: Common Findings. The Planning Commission makes the following findings pursuant to Section 17.52.070 (Common Findings):

1. *There are adequate infrastructure and public services available to serve the proposed development, including waste and sewer service, existing or planned transportation facilities, fire and police protection, schools, parks, and legal access to the lot.*

   The project site will be served by public services provided by the Santa Barbara County Fire Department, Goleta Water District, Goleta West Sanitary District, Southern California Edison, and Santa Barbara County Sheriff. The Goleta Water District and the other public service agencies have reviewed the project and confirmed public services are adequate to serve the new use. The Santa Barbara

County Fire Department has reviewed the project and is satisfied to the extent the applicant has provided access and circulation requirements for County Fire vehicles. Further, the property has legal access in a combination of frontage on a public street and a recorded private easement as outlined in Section 2 above.

2. *The proposed project conforms to the applicable regulations of Title 17 and any zoning violation enforcement on the subject premises has been resolved.*

   The proposed use conforms to all zoning ordinance requirements (height, setbacks, landscaping, parking, etc.) as outlined in Exhibit 4 to this Resolution. The project conforms to the Development Regulations for the General Commercial (CG) zoning district as detailed in the Zoning Consistency Analysis (Exhibit 4) to this Resolution. No Modifications or Adjustments are proposed as part of the project. There are currently no known zoning violations existing on the project site.

3. *The proposed development is located on a legally created lot.*

   The Project site was legally created by deed as described in file number 5660 in Book 243, Page 218 of Official Records of Santa Barbara County, recorded June 25,1931.

4. *The development is within the project description of an adopted or certified CEQA document or is statutorily or categorically exempt from CEQA.*

   The Project is categorically exempt from CEQA under the Class 32 Categorical Exemption, as discussed above. The Project reuses the mostly developed site and no new additional permanent structures are proposed. The property is in an urbanized area with a Zoning and General Plan Land Use designation of General Commercial (CG) and will not result in any changes to the allowable land uses. The proposed use is consistent with the land use designations of the site with the approval of a Conditional Use Permit. Further, between approximately 1958 through 2015, the site was used as a concrete batch plant. During the operation of the batch plant, the ground surface of the site was concreted over which remains mostly in place today. In 2020, the property owner demolished the Batch Plant. This site has been in industrial/commercial use for approximately 60 years and the nearby uses have been constructed over time adjacent to the site.

SECTION 5: *Conditional Use Permit Findings.* The Planning Commission makes the following findings pursuant to Section 17.57.050 (Conditional Use Permit Findings):

A. *The project as proposed is consistent with the General Plan.*

   As outlined in Exhibit 3 to this Resolution, the proposed Conditional Use is consistent with the guiding principles and goals of each of the chapters of the General Plan/Coastal Land Use Plan. The proposal is in compliance with the Land Use Plan Map (LU Element, Figure 2-1) and is consistent with the

development standards specified for this designation. The proposed site improvements do not conflict with the land use designation or the zoning ordinance designation of General Commercial (C-G). Further, the project design, including landscaping, is appropriate and compatible with the neighborhood. Adequate infrastructure and services are available to serve the project in keeping with the provisions of the Land Use and the Public Facility Elements.

Further, the project is consistent with the policies of the Conservation Element (CE 15.3 – Water Conservation and CE 10.1 – 10.3, 10.6 and 10.8-10.9 Watershed Management and Water Quality) as the project proposes to re-use the existing structure and hardscape therefore minimal new construction is proposed. The proposed landscaping is drought tolerant and the project includes installing an extensive bioswale along the southern boundary of the site.

In addition, the project is consistent with Transportation Element policies (TE 13.3 Maintenance of LOS Standards, TE 10.4 Pedestrian Facilities in New Development) as the Traffic Study prepared for the project demonstrated that the project will not significantly impact LOS levels for roadways or intersections. The project also includes installing new sidewalk along the Ellwood Station Road frontage within the public right of way.

B. *The use will not be more injurious to the health, safety, and general welfare of the surrounding neighborhood due to noise, dust, smoke, or vibration than from uses allowed in the district.*

The outdoor storage use is a less intensive use category as compared to other uses allowed under General Commercial (CG). Any noise or vibration generated by the proposed use would be similar to or less than uses typically allowed in the CG zone district, such as automotive repair and wrecking, construction yards, and animal keeping. Hours of operation for the proposed use will be limited to 7 AM to 6 PM (during daylight savings: 7 AM to 7:30 PM), seven days a week, as a condition of approval to ensure the health, safety, and general welfare of the surrounding neighborhood is protected.

Further, standard best management practices for dust control and limitations on idling vehicles and the use of generators will be included as conditions of approval to ensure the health, safety, and general welfare of the surrounding neighborhood is protected.

C. *The site for the project is adequate in size, shape, location, and physical characteristics to accommodate the type of use and level of development proposed.*

The site for the project is adequate in size, shape, location and physical characteristics to accommodate the type of use because the project proposes to re-use components of the previous development with minimal new construction.

The design and layout of the proposed use meets all development standards required by the zoning district.

Further, based on the shape and layout of the site, the proposed outdoor storage stalls are well placed within site and there are adequate drive-aisles and turnarounds to allow vehicles to circulate in and out of the property. The front gate is setback from the street so that vehicles can queue off of the street to access the property safely without blocking traffic.

D. *Any significant environmental impacts are mitigated to the maximum extent feasible.*

The project will not have any significant environmental impacts to mitigate and has been found to be Categorically Exempt from CEQA as it meets the requirements for a Class 32 Infill Exemption as described Section 3 above.

SECTION 6: *Design Review Findings*. The Planning Commission makes the following findings pursuant to Section 17.58.080:

A. *The development will be compatible with the neighborhood, and its size, bulk and scale will be appropriate to the site and the neighborhood.*

The project does not involve any new structural development and only includes the remodeling of an existing storage/bathroom building to a new bathroom. Additionally, the project will be screened by new walls/fencing and landscaping. Therefore, the project's size, bulk and scale will be appropriate to the site and compatible with the neighborhood.

B. *Site layout, orientation, and location of structures, including any signage and circulation, are in an appropriate and harmonious relationship to one another and the property*.

The project does not include any new structural development and no signage is proposed. The existing storage/bathroom building that will be remodeled into a bathroom is located near the front entrance to the property and does not negatively affect the site layout as there is sufficient room on either side of the structure for vehicle circulation and it does not impede the proposed wall and landscaping improvements at the site frontage. Therefore, site layout, orientation, and location of structures are in appropriate and harmonious relationship to one another and the property.

C. *The development demonstrates a harmonious relationship with existing adjoining development, avoiding both excessive variety as well as monotonous repetition, but allowing similarity of style, if warranted.*

The project includes no new structural development that would detract from any existing adjoining development. The project includes new landscaping and other screening that would allow a harmonious relationship with other landscaping in the surrounding area. Therefore, the project can be found to have a harmonious relationship with existing adjoining development.

D. *There is harmony of material, color, and composition on all sides of structures.*

The project does not include any new structural development and the existing storage/bathroom building to be remodeled into a bathroom will use like-for-like exterior materials. Therefore, there is harmony of material, color, and composition on all sides of structures.

E. *Any outdoor mechanical or electrical equipment is well integrated in the total design and is screened from public view to the maximum extent practicable.*

The project does not include any outdoor mechanical or electrical equipment. Therefore, this finding is not applicable to this project.

F. *The site grading is minimized, and the finished topography will be appropriate for the site.*

Grading associated with the project includes 1,000 cu. yds of cut and 1,600 cu. yds. of fill utilizing crushed base material from on-site. No export or import of fill is proposed. The site topography will remain as existing and will be sloped slightly to the southern portion of the site for drainage. Therefore, site grading is minimized, and the finished topography will be appropriate for the site.

G. *Adequate landscaping is provided in proportion to the project and the site with due regard to preservation of specimen and protected trees, and existing native vegetation*.

The project will include landscaping improvements on either side of the entrance driveway and around the permitter of the site using native, drought tolerant plant and tree species. The existing site is largely void of landscaping and no specimen or protected trees exist and there is no native vegetation. Therefore, adequate landscaping is provided in proportion to the project and the site.

H. *The selection of plant materials is appropriate to the project and its environment, and adequate provisions have been made for long-term maintenance of the plant materials*.

The project will include landscaping improvements on either side of the entrance driveway and around the perimeter of the site using native, drought tolerant plant and tree species. The project will be conditioned with the requirement for

landscaping installation and maintenance securities to ensure proper installation and long-term maintenance of the landscaping. Therefore, the selection of plan materials is appropriate to the project and its environment, and adequate provisions will be made for long-term maintenance of the plant materials.

I. *All exterior lighting, including for signage, is well designed, appropriate in size and location, and dark-sky compliant.*

The proposed exterior security lighting is downward facing and will be dark-sky compliant and is only intended to illuminate the outdoor storage areas for security purposes. Therefore, the proposed exterior lighting design, size and location is appropriate and will be dark-sky compliant.

J. *The project architecture will respect the privacy of neighbors, is considerate of private views, and is protective of solar access off site*.

The project does not include any new structural development and, therefore, does not affect the privacy or solar access of the neighbors. The outdoor storage use will be screened by a combination of walls, fencing and landscaping and, therefore, will not negatively affect any private views.

K. *The proposed development is consistent with any additional design standards as expressly adopted by the City Council.*

The City Council has not adopted any additional design standards applicable to this type of use or the CG zone district, beyond what is found in Title 17 of the Goleta Municipal Code, Zoning.

SECTION 7: *Actions*. The Planning Commission hereby takes the following actions:

A. Find the Project categorically exempt from CEQA under the Class 32 exemption as outlined in Exhibit 1 to this Resolution and direct staff to file a Notice of Exemption for the Project within five (5) business days.

B. Approve the Conditional Use Permit, Case No. 20-0003-CUP, based on the Findings provided in Sections 3 through 6 above and the General Plan and Zoning Ordinance Consistency analysis provided as Exhibits 3 and 4 to this Resolution subject to the Conditions of Approval attached as Exhibit 2 to this Resolution, and incorporated herein by reference.

SECTION 8: *Reliance on Record*. Each and every one of the findings and determinations in this Resolution is based on the competent and substantial evidence, both oral and written, contained in the entire record relating to the Project. The findings and determinations constitute the independent findings and determinations of the Planning Commission in all respects and are fully and completely supported by

substantial evidence in the record as a whole.

SECTION 9: *Limitations.* The Planning Commission's analysis and evaluation of the Project is based on the best information currently available. It is inevitable that, in evaluating a project, absolute and perfect knowledge of all possible aspects of the project will not exist. One of the major limitations on analysis of the Project is the Planning Commission's lack of knowledge of future events. In all instances, best efforts have been made to form accurate assumptions.

SECTION 10: *Summaries of Information*. All summaries of information in the findings, which precede this section, are based on the substantial evidence in the record. The absence of any particular fact from any such summary is not an indication that a particular finding is not based in part on that fact.

SECTION 11: This Resolution will remain effective until superseded by a subsequent Resolution.

SECTION 12: The City Clerk is directed to mail a copy of this Resolution to Gelare Macon of Flowers and Associates and to any other person requesting a copy.

SECTION 13: This Resolution will become effective immediately upon adoption.

SECTION 14: The City Clerk will certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this__ day of _____, 2022.

_____
JENNIFER FULLERTON
CHAIR

ATTEST:

_____
DEBORAH S. LOPEZ
CITY CLERK

APPROVED AS TO FORM:

_____
WINNIE CAI
ASSISTANT CITY ATTORNEY

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

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, DO HEREBY CERTIFY that the foregoing Resolution No. 22-__ was duly adopted by the Planning Commission of the City of Goleta at a regular meeting held on the __ day of ____, 2022 by the following vote of the Planning Commission:

AYES:

NOES:

ABSENT:

(SEAL)

_____
DEBORAH S. LOPEZ
CITY CLERK

This page intentionally left blank.

Attachment 1, Exhibit 1

Notice of Exemption

This page intentionally left blank.

NOTICE OF EXEMPTION (NOE)

To: ☐ Office of Planning and Research
P.O. Box 3044, 1400 Tenth St. Rm. 212
Sacramento, CA 95812-3044

X Clerk of the Board of Supervisors
County of Santa Barbara
105 E. Anapamu Street, Room 407
Santa Barbara, CA 93101

From: City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

Subject: Filing of Notice of Exemption

Project Title:

Ellwood RV/Boat/Contractor Storage Use; Case No. 20-0003-CUP

Project Applicant:

Gelare Macon, Flowers and Associates, INC., Agent for 35 Ellwood Station, LLC.

Project (Addresses and APN's):

35 Ellwood Station Road, Goleta CA, 93117, County of Santa Barbara, APN: 079-210-066

Description of Nature, Purpose, and Beneficiaries of Project:

The project site is identified as APN 079-210-066, located at 35 Ellwood Station Road. The property is located in the Inland area of the City of Goleta with a Zoning and General Plan Land Use designation of General Commercial (CG). Figure 1(a) and Figure 1(b) show the location of the project site. Figure 1(c) shows the Zoning and Land Use Plan Map. Proposed is a reuse of a former cement batch plant site to an outdoor storage facility for boats, recreational vehicles (RVs), and contractor equipment/materials. No new building construction will occur on the site; however, an existing bathroom/storage building will be remodeled to a new bathroom with a new sewer connection to the sewer main located in Ellwood Station Road.

Figure 1(a)

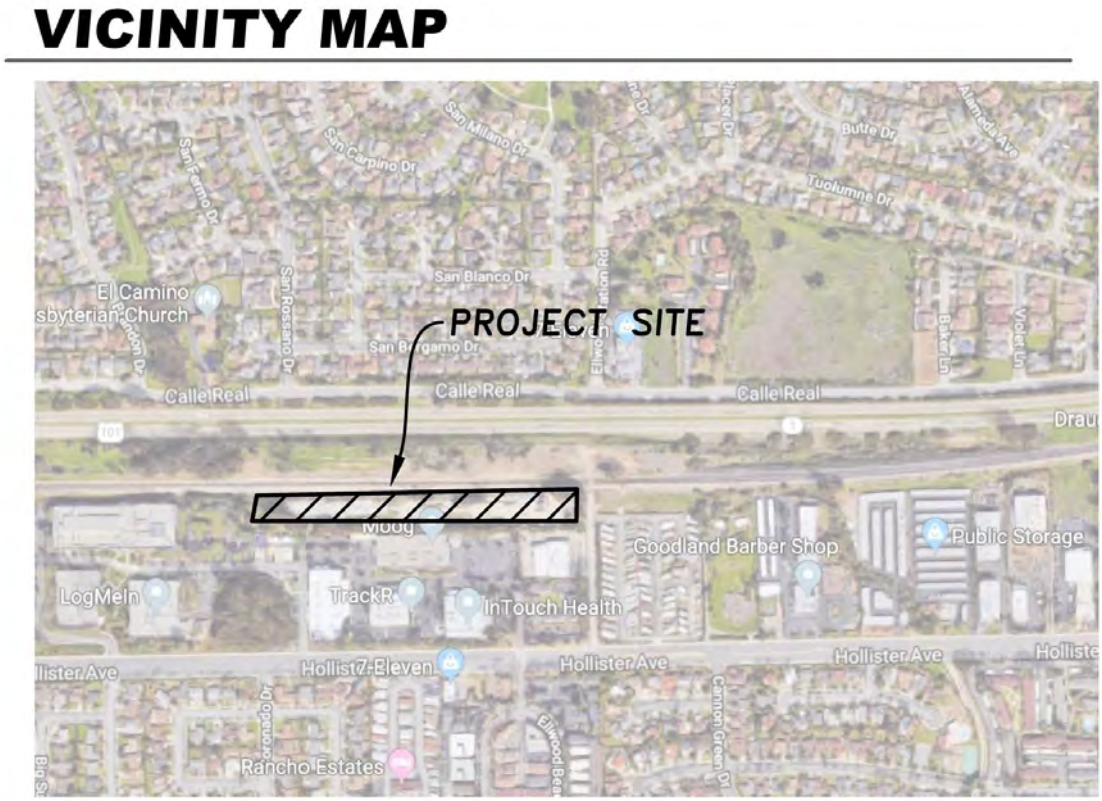


Figure 1(b)

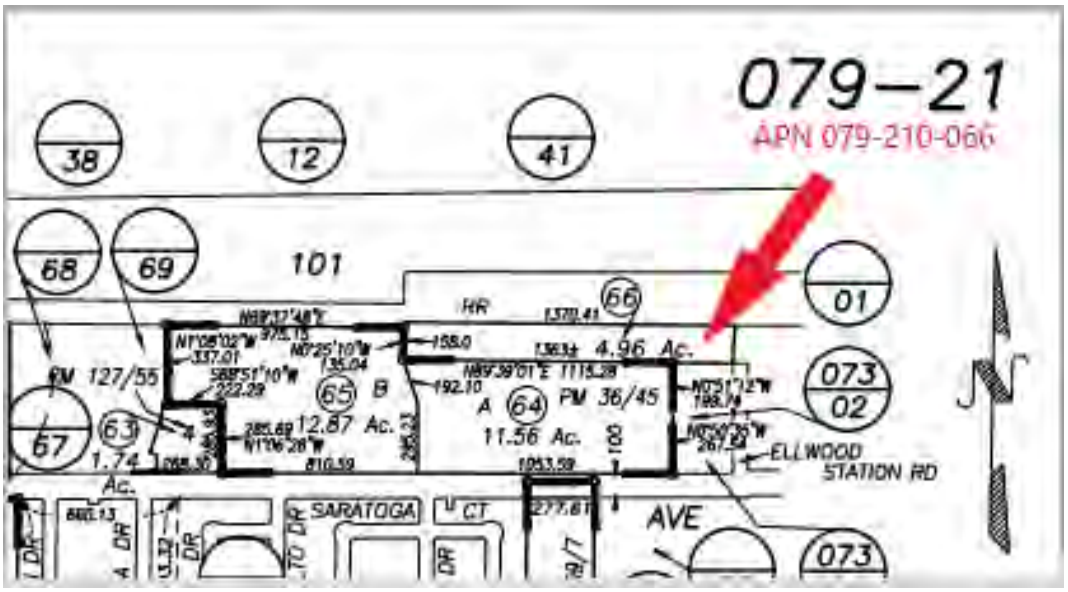
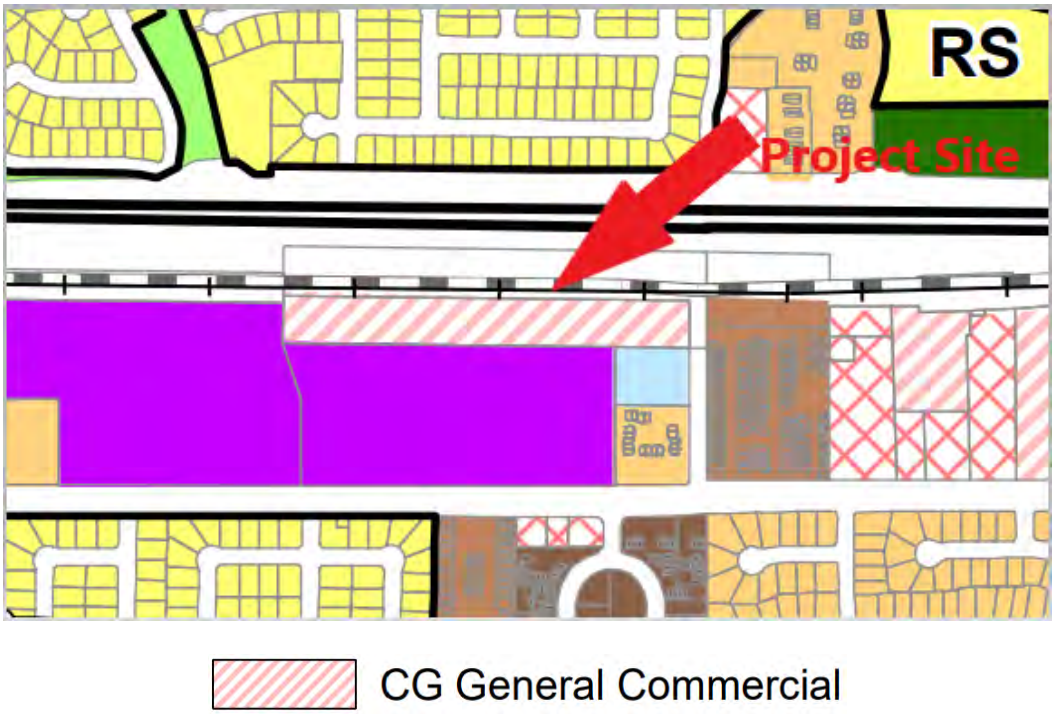


Figure 1(c)

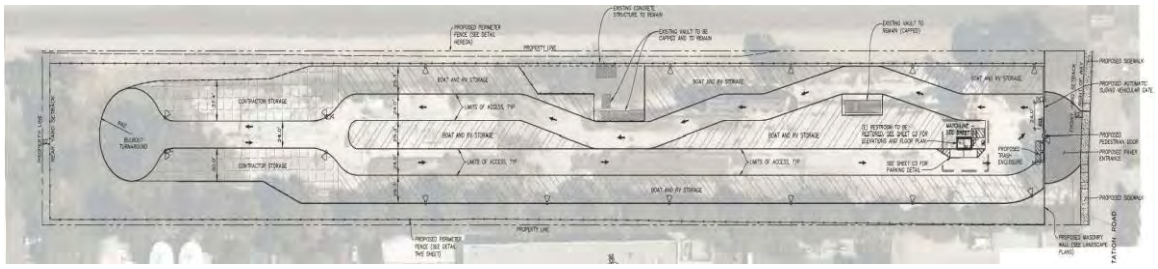


The Project consists of the reuse of a former cement batch plant site as outdoor storage. The project proposes 170 spaces of storage for boats and RVs and 13 spaces for contractor materials/equipment. The project also entails the construction of additional permeable drive surface area for a mix of outdoor storage uses on the 4.9-acre lot. Grading associated with the project includes 1,000 cu. yds of cut and 1,600 cu. yds. of fill. Remaining concrete slabs on the site from the former batch plant will remain and be reused as a drive surface. Where required, additional permeable drive surface material will be added to the site for level parking and storage, and to properly convey storm water. A landscaped bioswale along the southern property line is proposed at approximately 20 feet in width by 1,210 feet in length to capture and partially treat storm water. Other site improvements include security fencing with landscape screening, decorative landscaping at the property entrance, an entrance gate, driveway, and a short stem wall.

The existing working restroom on the site is proposed to remain and would be remodeled for occasional use by customers as needed. The existing septic tank and drywell will be abandoned; a new sewer and lateral connection will be constructed, no deeper than 24 inches onsite, to connect to Goleta West Sanitary District sewer main located in Ellwood Station Road.

As noted above, the project would allow the storage of 170 boats and RVs and 13 contractor materials/equipment storage spaces that would be rented monthly. The individual outdoor storage areas will not include any separate utilities (e.g., water, electricity) and no storage of hazardous materials above the National Fire Protection Association (NFPA) standard quantities would be allowed. No new permanent structures are proposed as a part of the project and the project does not include any full-time employees. Figure 2 shows the proposed site plan.

Figure 2



Additionally, frontage improvements are proposed such as sidewalk, curb, and gutter, and drainage improvements for storm water to connect to existing drainage improvements along Ellwood Station Road and pursuant to the City's standards.

The Beneficiary of the project is 35 Ellwood Station, LLC.

Name of Public Agency Approving the Project:

City of Goleta

Name of Applicant and Person Carrying Out the Project:
35 Ellwood Station, LLC

Exempt Status: *(check one)*

- ☐ Ministerial (Sec. 15268)
- ☐ Declared Emergency (Sec. 15269 (a))
- ☐ Emergency Project (Sec. 15269 (b) (c))
- X Categorical Exemption: *In-Fill Development Project, State CEQA Guidelines, §15332*

Reason(s) why the project is exempt:

Categorical Exemption: *In-Fill Development Projects §15332*

The Project is categorically exempt from CEQA under the Class 32 exemption. The Class 32 exemption applies to projects characterized as in-fill development where the project: (a) is consistent with the applicable general plan designation and all applicable general plan policies, as well as with applicable zoning designation and regulations, (b) occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses, (c) has no value, as habitat for endangered, rare or threatened species, (d) would not result in any significant effects relating to traffic, noise, air quality, or water quality, and (e) can be adequately served by all required utilities and public services. The Project is categorically exempt as it meets each of these criteria.

First, the Project is consistent with the applicable general plan designation and all applicable general plan policies, as well as with applicable zoning designation and regulations. The Project reuses the mostly developed site and no new additional permanent structures are proposed. The property is in an urbanized area with a Zoning and General Plan Land Use designation of General Commercial (CG) and will not result

in any changes to the allowable land uses. The proposed use is consistent with the land use designations of the site with the approval of a Conditional Use Permit. Further, between approximately 1958 through 2015, the site was used as a concrete batch plant. During the operation of the batch plant, the ground surface of the site was concreted over which remains mostly in place today. In 2020, the property owner demolished the Batch Plant. This site has been in industrial/commercial use for approximately 60 years and the nearby uses have been constructed over time adjacent to the site. Additionally, no variances or exceptions are required.

Second, the Project occurs within city limits on a project site of less than five acres substantially surrounded by urban uses. The project site is located on a 4.9-acre parcel within the City of Goleta limits, and the project site is substantially surrounded by urban uses. The surrounding uses are as follows:

- North: Union Pacific Railroad Rail Line
- East: Mobile Home Park, Office, and vacant
- West: Research and Development Office Complex
- South: Research and Development Office Complex, Utility building, and Condominiums

Third, the project site has no value as habitat for endangered, rare, or threatened species. Per Figure 4-1, *Special-Status Species and Environmental Sensitive Habitat Areas (ESHA),* of the City of Goleta General Plan, the site does not contain special-status species. Additionally, the project site has no potential value as a habitat area for endangered, rare, or threatened species given the site has been substantially previously developed, covered in concrete, and is situated adjacent to other developments within the urban context. The closest riparian corridor or creek to the project site is approximately 735 feet to the northeast, separated by the railroad, US Highway 101, Calle Real, and other similar urban developments. In association with the demolition of the Batch Plant in 2020, a number of eucalyptus trees were removed; however, they were found to be non-native and were not part of a General Plan-designated Environmentally Sensitive Habitat Area and, therefore, had no potential value as a habitat area for endangered, rare, or threatened species.

Fourth, the Project would not result in any significant effects relating to traffic, noise, air quality, or water quality.

<u>Traffic</u>.

The Project would not result in any significant effects relating to traffic. A traffic study dated October 21, 2020 has been prepared by Associated Transportation Engineers. The traffic study documents Average Daily Trips anticipated by the project. The project is anticipated to generate 53 daily trips to the site. Using, the City's Vehicle Miles Traveled (VMT) thresholds adopted by Council Resolution 20-44, the anticipated number of project trips are below the City's VMT threshold of 110 daily vehicle trips. Therefore, the project does not create a transportation impact under CEQA. Further, that the project would not result in any significant impacts related to traffic, as the project and cumulative roadway/intersection volumes would not exceed the City's Level of Service C threshold related to General Plan consistency analysis. The City of Goleta Public Works Department has reviewed and concurred with the analysis and conclusions of the project's traffic study.

Noise.

The project would involve temporary noise and vibration during construction; however, the effects would be localized and would comply with City of Goleta construction hours, which are from 8AM to 5PM, Monday through Friday, with no construction allowed on State holidays. Anticipated operational noise of the facility is not expected to exceed the ambient noise in the neighborhood generated by the railroad and roadways nearby, which range from 65 to 70 dBA CNEL based on existing noise level contours. The typical noise generated by the facility would be related to the movement of vehicles (accessing and leaving the site), which is not normally excessive in nature and would likely be masked by the ambient noise generated by both the nearby railroad and US 101. Hours of operation for the facility will be limited to 7AM to 6PM (during daylight savings: 7 AM to 7:30 PM) seven days a week.

Air Quality.

The project would not create new roadway lanes nor is there a need which would increase vehicle capacity to the area. The operational impacts on air quality consist of vehicle trips for weekly maintenance and customers trips. There will be no full-time employees. There will be a maximum average of 53 daily trips which would not would not result in significant impacts to air quality, greenhouse gas emissions.

All construction activity would be required to incorporate the Santa Barbara County Air Pollution Control District (SBCAPCD) requirements pertaining to standard dust control measures which would minimize construction-related emissions. The project would also require implementation of standard emission and dust control techniques for all construction.

Water Quality.

During construction, project would comply with the City of Goleta Municipal Code Section 15.09.290, which requires an Erosion and Sediment Control Plan, which would outline project-specific Best Management Practices (BMPs) to control erosion, sediment release, and otherwise reduce the potential for discharge of pollutants in stormwater. The project would reduce impervious surfaces, and new sidewalks and gutters would comply with City of Goleta standards. Therefore, the project would not result in significant water quality impacts.

Fifth, and finally, the project site can be adequately served by all required utilities and public services. The existing parcel is currently served by all required utilities and public services aside from a sewer connection. The project includes the installation of a new sewer line connected to the existing sewer main in Ellwood Station Road and the abandonment of the existing septic system for the restroom. The new development conforms to the policies of the City of Goleta General Plan, and the regulations of Title 17, the Goleta Zoning Ordinance, within the City of Goleta Municipal Code.

In addition, new landscaping is proposed to enhance the aesthetics of the property and screen the outdoor storage use. Perimeter security lighting will be provided for safety. The security lighting will be downward-facing and inward-facing into the outdoor storage use to reduce light-spillage off the property. Further, the lights will be on motion sensors that would only be activated when there is movement below each individual light.

For all of the foregoing reasons, the entirety of the project falls within the Class 32 exemption. Moreover, none of State CEQA Guidelines section 15300.2's exceptions to the Class 32 exemption apply to the project. The exception set forth in State CEQA Guidelines section 15300.2(a), by its own terms, does not apply to projects that fall within the Class 32 exemption; moreover, the project will not impact an environmental resource of hazardous or critical concern that is designated, precisely mapped, or officially adopted pursuant to law by federal, state, or local agencies. Section 15300.2(b)'s exception, relating to cumulative impacts, does not apply as technical reports in the record of proceedings demonstrate that the project would not result in significant cumulative impacts; moreover, there are no other successive projects of the same type in the same place that could result in significant cumulative impacts.

Section 15300.2(c)'s exception does not apply because there are no "unusual circumstances" that apply to the project; construction of outdoor storage as urban infill on commercially zoned land next to existing development does not constitute an unusual circumstance. Section 15300.2(d)'s exception does not apply because the project is not located near a highway officially designated as a state scenic highway. Section 15300.2(e)'s exception does not apply because the project site and off-site improvement locations do not contain hazardous waste and are not on any list compiled pursuant to Section 65962.5 of the Government Code. Finally, Section 15300.2(f)'s exception does not apply because the project has no potential of causing a substantial adverse change in the significance of a historical resource. The closest building of historic significance is over a half mile from the project site and will not be impacted by the development.

For all of the foregoing reasons, the entirety of the project is exempt under the Class 32 exemption.

City of Goleta Contact Person and Telephone Number:

Brian Hiefield, Associate Planner, (805) 961-7559

Lisa Prasse, AICP	Current Planning Manager	Date

Note: Authority cited: Section 21083 and 211110, Public Resources Code
Reference: Sections 21108, 21152.1, Public Resources Code

This page intentionally left blank.

Attachment 1, Exhibit 2

Final Conditions of Approval

This page intentionally left blank.

CONDITIONS OF APPROVAL

Ellwood RV/Boat/Contractor Outdoor Storage Use
35 Ellwood Station Road; APN 079-210-066; Case No. 20-0003-CUP

In addition to all applicable provisions of the Title 17 of the Goleta Municipal Code ("GMC"), 35 Ellwood Station, LLC, and agent Gelare Macon ("Applicant" or "Permittee") agree to the following conditions for the City's approval of Case No. 20-0003-CUP ("Project Conditions").

Unless the contrary is stated or clearly appears from the context, the construction of words and phrases used in these Project Conditions use the definitions set forth in the GMC. For purposes of these Project Conditions, unless otherwise specified, the term "Director" refers to the Planning and Environmental Review Director, or designee.

AUTHORIZATION

1) This Conditional Use Permit, Case No. 20-0003-CUP, authorizes implementation of plans stamped "APPROVED", dated _____, and attached/subject to these Conditions of Approval set forth below, including specified plan sheets and agreements included by reference, as well as all applicable City rules and regulations. The project description is as follows:

    a) Modifications to an existing 190 sf two-room building with a storage room and single-room restroom into a restroom building. The restroom is proposed to be connected to the existing Goleta West Sanitary District sewer system in Ellwood Station Road and the Goleta Water District water supply on-site.

    b) Provision of 170 uncovered storage spaces for boats and RVs, totaling 60,341 square feet (1.39 acres) of the site.

    c) Provision of 13 uncovered contractor storage areas for materials and equipment, totaling 18,423 square feet (0.42 acres) of the site. These spaces are proposed at the westerly portion of the site.

    d) The existing septic system serving existing single-room restroom is proposed to be abandoned in-place.

    e) Provision of 3-visitor parking spaces, inclusive of one accessible space, adjacent to the rehabilitated restroom building.

    f) Two existing underground pit structures formerly used to convey materials in the prior use of the site are proposed to be curbed to protect from traffic and covered with waterproof concrete roof to prevent ponding. The two structures will also be fenced for safety.

    g) A 20-foot in width by 1,210-foot in length landscaped bioswale is proposed along the southern property line to capture and partially treat storm water.

h) Other proposed improvements include 8-foot-high security fencing with landscape screening, decorative landscaping at the property entrance, an entrance gate, driveway, and a stepped concrete stem wall of approximately 8-feet in height. The site will be accessed by an unstaffed but monitored keypad with time lock to prevent use outside of business hours from 7 AM to 6 PM (during daylight savings: 7 AM to 7:30 PM). Further, the site will have security cameras every 200 feet around the perimeter, which will be monitored 24 hours a day, seven days a week. Security lighting will be on motion sensors to discourage unwanted visitors.

i) Frontage improvements are proposed such as sidewalk, curb, and gutter, and drainage improvements for storm water to connect to existing drainage improvements along Ellwood Station and pursuant to the City's standards.

j) The outdoor storage areas will not include any individual utilities (e.g., water, electricity) and no storage of hazardous materials above the National Fire Protection Association (NFPA) standard quantities would be allowed.

k) No new habitable structures are proposed as a part of the project and the project does not include any full-time employees. The site will be visited weekly by maintenance personnel who will conduct landscape maintenance, inspection of rental stalls and any debris cleanup required.

2) These Conditions of Approval replace all previous approvals, including 57-CP-43.

3) All construction, improvements, implementation, and/or any other actions taken pursuant to this permit shall be in substantial conformance with the project. Any deviations from the project must be reviewed and approved by the City of Goleta (City). The City shall determine whether any deviation substantially conforms to the project. Any deviation determined to not be in substantial conformance with the project requires the Applicant/Permittee to seek additional approval, permits, or other action by the City. Any deviation from the project made without the above-described review and approval of the City is a violation of this permit.

4) Approval of the Conditional Use Permit will expire eighteen (18) months after approval, unless a Zoning Clearance has been issued pursuant to Chapter 17.54 to effectuate the approval. Once the approval is effectuated, the Conditional Use Permit shall run with the land and the rights and obligations thereof, including the responsibility to comply with the Conditions of Approval shall be binding upon successors in interest in accordance with Section 17.57.060(B).

5) Pursuant to Section 17.52.090(A), the final decision on the Conditional Use Permit shall become effective after the expiration of the 10-day appeal period following the approval date, unless an appeal is filed.

6) Pursuant to Section 17.52.090(D), the Planning Commission may approve one or more time extensions, up to a total of two-years, if the applicant has not been able to secure approval of a Zoning Clearance before the end of the 18-month approval period. If a time extension has not been requested or a Zoning Clearance approved

within 18 months, then the Conditional Use Permit shall be considered void and of no further effect.

7) This approval runs with the land. All rights and obligations of this approval, including the responsibility to comply with these Conditions of Approval, are binding upon applicant's successors in interest unless revoked by the City for cause at a noticed public hearing. These Conditions of Approval may be modified, terminated, or abandoned in accordance with applicable law including, without limitation, Title 17 of the GMC.

8) This permit is granted for the property/parcel(s) of record on which the project is located and shall not be transferred.

9) The Applicant/Permittee are responsible for complying with all conditions of approval contained in this Conditional Use Permit. Any zoning violations concerning the installation, operation, and/or abandonment of the facility are the responsibility of the Owner and the Operator.

10) This approval does not confer legal status on any existing structures or uses on the property unless specifically reviewed and authorized within the project description of this Conditional Use Permit.

11) Any proposed deviations from the exhibits, project description or Project Conditions must be submitted to the Director for review and approval. Any unapproved deviations from the project approval will constitute a violation of the permit approval. The exhibits associated with this permit include the plans dated _____, stamped "APPROVED" which are all incorporated by reference as if fully set forth.

12) When exhibits and/or written Project Conditions are in conflict, the written Project Conditions shall prevail.

13) The project site and any portions thereof shall be sold, leased or financed in compliance with the exhibit(s), project description and the conditions of approval including all related covenants and agreements.

14) No signs of any type are approved with this action unless otherwise specified. All future signage must be reviewed and permitted in compliance with the City's zoning code.

15) Applicant/Permittee agrees to indemnify and hold the City harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising from the City's approval of the Conditional Use Permit as described under Condition #1 above or from the City's determination that the project is exempt from CEQA. Should the City be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not arising out of the City's approval of the Project, Applicant/Permittee agrees to defend the City (at the City's request and with counsel satisfactory to the City) and will indemnify the City for any judgment rendered against it or any sums paid out in settlement or otherwise. For purposes of this section "the City" includes the City of Goleta's elected officials, appointed officials, officers, and employees.

16) The effectiveness of this Conditional Use Permit will be suspended for the time period that any Project Condition is appealed, whether administratively or as part of a legal action filed in a court of competent jurisdiction. If any Project Condition is invalidated by a court of law, the Project must be reviewed by the City and substitute conditions may be imposed to validate this Conditional Use Permit.

17) In the event than any conditions imposing a fee, exaction, dedication or other measure is challenged by the Applicant/Permittee in action filed in a court of competent jurisdiction or threatened to be filed, this approval must be suspended pending dismissal of such action, the expiration of the limitation period applicable to such action, or final resolution of such action. If any Project Condition is invalidated by a court of competent jurisdiction, the Project must be reviewed by the City and substitute conditions may be imposed to validate the Conditional Use Permit.

GENERAL CONDITIONS

18) Violation of any of these Conditions of Approval is unlawful, prohibited and a violation of the Goleta Municipal Code. The City reserves the right to initiate civil, criminal and/or administrative enforcement, or after notice and a public hearing, to revoke this permit or modify these Conditions of Approval if it is found that there is a violation of these Conditions of Approval or the Goleta Municipal Code or that the project operates as or causes a public nuisance. This Condition of Approval is not intended to, nor does it limit in any manner whatsoever the ability of the City to take appropriate enforcement actions.

19) The Applicant/Permittee shall be responsible for the completeness and accuracy of all plans, forms and supporting materials submitted in connection with the project. Any error or discrepancies found therein are a violation of this permit.

20) Any new, expanded, or changed use on the project site shall be subject to City review and approval. The City shall determine whether the new, expanded, or changed use on the project site requires the Applicant/Permittee to seek additional approval, permits, or other action by the City. Failure of the Applicant/Permittee to obtain the above-described review and approval of the City is a violation of this permit.

AGENCY REQUIREMENTS

21) **Santa Barbara County Fire Department (SBCFD):** Comply with all conditions and requirements outlined in the letter dated June 15, 2022 from SBCFD, to the satisfaction of the SBCFD, prior to issuance of a building permit.

22) **Goleta Water District (GWD):** An application for New Water Service with the District is required for new development. After you initiate an application with the City of Goleta for a zoning clearance, a Goleta Water District Application for Water Service including the application fee, project plans, and other supporting materials must be submitted to the District. Once the application has been deemed complete, District staff will review the application and issue a Preliminary Conditions letter outlining the conditions for final approval of water service for the Proposed Project. Once the

conditions of the Preliminary Conditions Letter, including the completion of design for any required Water System Improvements are met, the District may issue a Conditional Can and Will Serve Letter identifying any required conditions including deposits for construction and New Water Supply Charges due following issuance of the City of Goleta approved building permit. Prior to water service activation, the District will issue a Final Can and Will Serve Letter.

23) **Goleta West Sanitary District (GWSD):** Comply with all of the conditions and requirements of Goleta West Sanitary District outlined in the letter dated June 15, 2022 to the satisfaction of the GWSD, including securing Sewer Service Connection permits prior to issuance of grading permits.

24) **Santa Barbara County Air Pollution Control District (APCD):** Comply with all conditions and requirements outlined in the letter dated November 20, 2020 from the APCD, to the satisfaction of the APCD, prior to the issuance of a building permit.

CITY DEPARTMENT CONDITIONS – Public Works

DRAINAGE

25) Comply with the requirements of the Santa Barbara County Flood Control District Standard Conditions of Project Plan Approval dated January 2011, available on the City's web site.

26) Obtain approval of a Hydrology and Hydraulics Study from the Public Works Director or designee. The study must:

    a) Use the Santa Barbara County Urban Hydrograph method or approved equal, provide Hydrology and Hydraulics calculations for the 2, 5, 10, 25, and 100-year storm events for both pre and post construction and mitigate any increase in peak flow for the 2,5-,10-, 25-, and 100-year storm events over existing conditions.

        i) Indicate drainage flows to be anticipated from the entire watershed within which the development location.

        ii) Show drainage across property lines shall not exceed that which existed prior to grading unless the property owner agreed and signed a Drainage Easement. Excess or concentrated drainage shall be contained on site or directed to an approved drainage facility.

        iii) Indicate that all off tract drainage and flood control facilities and installations must be installed and completed prior to any grading of the subject development.

        iv) Be prepared, signed, and stamped by the Registered or Qualified Engineer in California.

STORMWATER

27) Secure approval of a **Stormwater Control Plan** (SWCP) from the Public Works Director or designee**.** The Owner/Applicant/Permittee shall submit a Stormwater Control Plan for regulated projects that create or replace 2,500 square feet or more of impervious surface and utilizes Low Impact Development (LID) measures to detain, retain and treat runoff for review and approval by the Public Works Director or designee. The SWCP shall be prepared in accordance with the California Regional Water Quality Control Board, Central Coast Region, Resolution R3-2013-0032, Post-Construction Stormwater Management Requirements (PCR) for Developmental Projects in the Central Coast Region and shall use the "Stormwater Technical Guide for Low Impact Development" as set forth by the County of Santa Barbara for guidance in complying with the PCR for Developmental Projects in the Central Coast Region. The following are design considerations when proposing Stormwater Control Measures (SCMs):

a) Surface Basin, Subsurface Well, Fluid Distribution System/Galleries and/or Infiltration Trench may require registration as an EPA Class V Injection Well.

b) Fluid Distribution System/Galleries such as **Underground Infiltration Chambers (UIC)** must be designed to ensure that they are properly sited, detailed, and maintained to function for short- and long-term compliance. Siting restrictions include, but are not limited to:

i) Projects located in proximity to a creek, river or channel must submit a Geotechnical Report (including Drainage and Grading Plans) to the City Public Works Department for review and approval to ensure proper setbacks are maintained to prevent bank failures. The Project Owner/Applicant should consult with the Central Coast Regional Water Quality Control Board's (CCRWQCB) to determine if a 401 Water Quality Certification is required regarding setbacks and proper permitting disturbances to creeks, wetlands, and riparian areas.

ii) In addition to and in compliance with setbacks identified within the City's Municipal Code, the Project Owner/Applicant shall determine proper setbacks (if applicable) for the following:

(1) Distance to building foundations and basements;

(2) Distance to property line, public right-a-way, or infrastructure (including septic systems);

(3) Other proposed structures.

c) UICs are not permitted on project sites having an elevated risk of releasing contaminants (spills), or on properties susceptible to vehicle repair facilities or fueling stations; facilities that store, transfer, or generate hazardous materials; auto parts recycling, and/or sites with a history of spills or illegal dumping.

d) UICs must be registered with US EPA's Region 9's UIC Program and be designed, constructed and maintained in a manner that will not endanger underground sources of drinking water.

e) UICs shall not be installed in areas of high-groundwater table or very low infiltration rates where likely drawdown exceeds 48 hours as a result of a lower-permeability soil condition. UICs will require the following documentation prior to City approval:

   i) Detailed mapping and demonstration of seasonal and average high-groundwater table over 10-20 years at proposed site location;

   ii) Groundwater mounding assessments; and

   iii) Improved infiltration testing and reporting and/or test pits to improve accuracy of infiltration rates at design elevations in accordance with the methodology of Native Soil Assessment for Small Infiltration-based Stormwater Control Measures that was prepared for the Central Coast Low Impact Development Initiative (LIDI) by Earth Systems (2013) and can be found on both the Central Coast LIDI Resources webpage and CCRWQCB's Central Coast Post-Construction Stormwater Requirements webpage.

f) UICs shall be designed to pre-treat runoff to avoid potential clogging, vector control issues, and/or the high cost of maintenance and/or reconstruction if infiltration into the surrounding soil is compromised. Pre-treatment prior to discharge or inflow to a UICs will reduce maintenance, prevent clogging, and increase the long-term operation of the UICs. Pre-treatment measures include, but are not limited to:

   i) All drainage inlet features, including landscape atrium, catch basins and/or area drains that connect to UICs must be designed to filter or pre-treat run-off to the maximum extent feasible utilizing the best available technology, and the pre-treatment measures shall be installed and maintained per manufacturer specifications to remove solids, suspended soils, oils, grease, and trash in compliance with all current local, state, and federal regulations.

   ii) Downspouts should be directed to vegetated areas prior to discharging to UICs whenever possible. This disconnection between the Building's roof and the UIC will allow for pre-treatment of the stormwater should no other run-off reduction measure implemented on-site as listed in PCRs Resolution Section B.2.a.v.

g) Each UIC should be installed per manufacturer specifications. Non-woven geotextile filter fabric must not be installed between the bottom of the Class 2 permeable material and in-situ soil below the infiltration rock chamber as it can become clogged from sediment laden runoff. The City prohibits the use

of liners or other barriers that may interfere with infiltration below structural SCMs that rely on infiltration to meet requirements of the PCRs Resolution.

h) Each UIC should be design with a sufficient number of inspection ports based on manufacturer recommendations and at minimum two (2)-inch inspection ports at each side of each UIC to allow access the system's function to ensure successful long-term operation. Inspection ports should be designed to extend to the foundation beds where it meets native soil that will allow for visual inspection of the UICs where retention occurs.

i) All inspection and maintenance access ports should also be labeled "STORM", accessible for inspection and maintenance at all times and be shown on As-Builts.

j) Clearly identify and design a non-erosive emergency overland escape route from any proposed SCMs as appropriate.

28) Secure approval of a **Stormwater Facilities Operation and Maintenance Plan** for all three parcels (Parcel B, C, and D) from the Public Works Director or designee. The Owner/Applicant/Permittee shall submit a Stormwater Facilities Operation & Maintenance Plan (O&M) that will be used to plan, direct, and record the maintenance of all SCMs on-site for review and approval by the Public Works Director or designee. The O&M plan will default to the final O&M Plan if no amendments are needed prior to Owner/Applicants request for Final Occupancy Clearance(s).

29) Submit the **Stormwater Data Sheet Application** (Page 1 and/or 2 as applicable) with the SWCP and O&M Plan.

<u>PUBLIC IMPROVEMENTS</u>

30) Secure approval of a Public Improvement Plan from the Public Works Director or designee for improvements proposed on Ellwood Station Road (Frontage Improvements). The Applicant/Permittee must use approved City Standard Plans and Details.

a) Ellwood Station Road

i) Should include curb, gutter, and sidewalk improvement

ii) Post Construction Stormwater improvements shall not occur in the public right-of-way. If proposed the Applicant/Permittee shall seek the written approval of the Public Works Director.

iii) If No-Parking is proposed, a sight study shall be completed and approved by the Public Works Director or designee. If No-Parking is necessary, the City Council of the City of Goleta will need to take formal action at a regularly scheduled meeting.

iv) Any improvements proposed (such as Landscaping, Stormwater Improvements, etc.) in the parkway shall be maintained by the Owner.

31) Evaluate the vehicle turning movements at the intersection of Elwood Station Road and Hollister Ave to determine if the entrance to Ellwood Station Road at Hollister Ave needs to be modified. If so, the applicant shall prepare Public Improvement Plans for the modification.

Prior to obtaining Grading/Building Permit, the Applicant/Permittee must:

32) The Owner/Applicant shall submit an **Erosion and Sediment Control (E&SC) Plan** if project is disturbing less than < 1 acre of soil area and is not part of a common plan of development, and therefore not subject to the General Construction Permit's SWPPP requirement. The E&SC Plan shall be prepared in accordance with the City approved E&SC Plan template. The E&SC Plan shall include BMPs to control the discharge of sediment and other pollutants from the site and are not picked up by irrigation runoff or rain and transported to the nearest storm drain and into our waterways. Grading activities should be reduced or avoided to the extent feasible during the rainy season (October to May) to minimize soil disturbance at any one time.

33) Secure approval of a **Stormwater Pollution Prevention Plan** (SWPPP) if project is disturbing greater than or equal to ≥ 1 acre soil disturbance OR less than < 1 acre but part of a larger common plan or development (≥ 1 total acres of disturbance) from the Public Works Director or designee. The Owner/Applicant/Permittee shall submit a copy of the Notice of Intent (NOI) and a copy of the State Water Resources Control Board's (SWRCB) Receipt of NOI Letter as proof of intent to comply with the terms of the National Pollutant Discharge and Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities, or proof of exemption from an NPDES permit. The SWPPP shall be prepared in compliance with the Construction General Permit (CGP) using the latest version of the CASQA SWPPP template or equivalent. The SWPPP shall be developed, amended, or revised by a Qualified SWPPP Developer (QSD). SWPPPs developed pursuant to the Construction General Permit may substitute for the E&SC Plan for those projects where a SWPPP is required, if it contains the requirements of the E&SC Plan.

34) Secure approval of a Drainage and **Stormwater Facilities Agreement** from the Public Works Director or designee and execute the Drainage and Stormwater Facilities Agreement, in a form approved by the City Attorney. The Agreement shall include, but not be limited to, insurance, security, and other measures to ensure that Permittee properly installs and maintains the Project's stormwater facilities in perpetuity. The Agreement shall include all Stormwater Control Measures (SCMs) that will be inspected and maintained during construction and phased Occupancy Clearances. The Agreement will be based on procedures and information outlined in the O&M Plan. The Agreement shall include a legal description of the project and project location, and the party responsible for O&M Plan implementation. The Agreement shall be signed by the project's Owner accepting responsibility of O&M of the installed onsite and/or offsite treatment and flow control SCMs until such

responsibility is legally transferred to another entity in accordance with the requirements specified within the California Regional Water Quality Control Board, Central Coast Region, Resolution R3-2013-0032, Post-Construction Stormwater Management Requirements for Developmental Projects in the Central Coast Region. The Agreement shall be recorded with the County of Santa Barbara. The Owner shall provide a signed, and notarized Stormwater Facilities Agreement to the City for final review and acceptance by the City prior to recordation. The Applicant/Permittee is responsible for all of the costs associated with the preparation and recordation of said Agreement. Supporting documentation for the Agreement may require updates and revisions to reflect 'Record Drawing/As-Built' conditions, and the 'As-Built' information will be submitted to the City for review prior for acceptance prior to inclusion in said Agreement.

35) Secure approval of Trash/Enclosures to be sized for solid waste, recyclables, and organics containers as approved by the Public Works Director or designee. Organics is defined as green waste, food waste, wood waste and fibers (paper and cardboard).

36) Secure approval of Trash/Recycling/Organics Collection Containers at a minimum 50% of the total volume of material generated is to be recycled/mulched/composted thus diverted from landfill disposal to the satisfaction of the Public Works Director or designee. Trash/recycling/organic areas shall be easily accessed by the consumer/tenant /resident and the trash hauler. When necessary, trash hauler shall review the plans and provide concurrence to the City approving the location and accessibility of proposed trash enclosure/(s). Green waste i.e.: landscaping debris is a part of the 50% recycling calculation. Provide adequate area for green waste within trash/recycle/organic area(s) or provide statement if intent is to have a maintenance company haul off green waste to a certified composting/mulching facility. Food waste containers are required if facility generates more than 0.5CY food waste per week.

37) Secure approval of Trash/Recycling Areas to implement City approved and/or adopted Best Management Practices (BMPs) as approved by the Public Works Director or designee. The design must ensure that organics and other pollutants are not picked up by irrigation runoff or rain and transported to the nearest storm drain and into our waterways.

38) Secure approval of a Construction and Demolition (C&D) Debris Recycling from the Public Works Director or designee**.** Provide a copy of the signed Certificate of Implementation of State Law: Construction and Demolition (C&D) Debris Recycling Program ensuring compliance with the Green Building Code. This form indicates who will haul all material and an account number for the C&D project from the hauler. This will facilitate the recycling of all construction recoverable/recyclable materials. The project will be required to meet the CalGreen minimum diversion requirement of 65% of the project's solid waste to be diverted from the landfill.

39) Identify on the Building or Grading Plans and as shown on the Final Map:

a) Show all existing survey monuments to be preserved and/or tied out in coordination with the County of Santa Barbara's Surveyor's Office. Survey monuments that control the location of subdivisions, tract boundaries, roads, streets, or highways or provide horizontal or vertical survey control shall be surveyed and documented in accordance with Section 8771 of the Land Surveyor's At. Preliminary copies of pre- and post- construction Corner Records shall be provided to the City as evidence of compliance with the Land Surveyor's Act.

b) Indicate all Rights-of-Way Easements and Monuments.

c) Provide official documentation approving use of an easement from all utilities that have easement rights for the use of the applicable easements.

d) Reset survey monuments if damaged during construction. If survey monuments are damaged or affected by the construction activities, the City will require a security for the resetting of the survey monuments disturbed by construction. The Owner/Applicant shall submit an estimate, signed, and stamped by a Licensed Surveyor in the State of California for monument preservation. This estimate will be used to determine the amount of the security.

Prior to Encroachment Permit(s) Issuance, the Applicant/Permittee must:

40) Submit a traffic control plan for review and approval by the Public Works Director or designee, that includes City Resolution No. 15-46, "Construction and Major Maintenance Limitations in the Public Right-of-Way for construction working hours and lane closure limitations".

41) Submit an Engineers Estimate for review and approval by the Public Works Director or designee.

42) Submit Performance and Payment Bonds in the amount of 100 % of the approved Engineers Estimate.

43) Apply for and secure approval of a Haul Permit from the Public Works Director or designee (if necessary)

a) All applicable permits for the placement of exported material at off-site location(s) within the City limits must be provided to the Public Works Director or designee. The Haul Permit must clearly identify:

i) The proposed haul routes.

ii) The proposed location for placement of export material.

iii) Measures to ensure that all haul trucks hauling debris, sand soil and/or other loose materials shall be covered and/or maintain a minimum 2 feet freeboard.

iv) Measures to ensure that construction vehicles only use the City's designated Truck Routes, as clearly indicated on the Haul Route Exhibit. All other routes are prohibited.

v) Measures to ensure that construction parking is implemented in a manner that will minimize the potential for traffic interference. Include construction parking designated area(s) on Haul Route exhibit.

vi) Clearly identify the proposed area for construction vehicle staging and location(s) for construction vehicle ingress and egress. The ingress/egress pattern shall be identified on the Haul Route Exhibit.

Pre-Construction, the Applicant/Permittee must:

44) The Owner/Applicant shall invite the Public Works to the Pre-Construction Meeting to discuss stormwater BMPs and to coordinate inspection of all UICs installed during construction.

45) The Owner/Applicant shall provide the Public Works with a schedule 2 weeks in advance of the UIC installations, so Public Works can inspect and verify subgrade and subsequent construction details for all UICs.

During Construction, the Applicant/Permittee must:

46) Ensure ongoing compliance with the E&SC Plan or SWPPP and shall perform inspections and maintenance on all installed BMPs, including work performed within the Road right-of-way, and the SCMs as identified in the Drainage and Stormwater Facilities Agreement. Maintenance Reports shall be submitted to the Public Works Department.

47) Ensure ongoing implementation of BMP Requirements, including dust control of soil off-site. The Owner/Applicant shall identify appropriate BMPs to control the volume, rate, and potential pollutant load of stormwater runoff; and ensure that BMPs are installed, implemented, and maintained through the duration of the project (construction, new or redevelopment) to minimize the potential discharge of pollutants to the Storm Drain System. These requirements may include a combination of structural and non-structural BMPs that are consistent with the California Storm Water Quality Association (CASQA) Best Management Practice Handbook, most current edition (or equivalent), and shall include requirements to ensure the proper long-term operation and maintenance of these BMPs.

48) Ensure ongoing implementation of Stormwater Control Measures as follows:

a) All SCMs such as underground chambers or bioretention basins are protected from sedimentation during construction activities or until the site surface conditions are stabilized.

b) SCMs where feasible, should be kept off-line until the surrounding areas are stabilized.

c) Minimize compaction of soils in the area surrounding the UICs to ensure infiltration rates are not affected. If compaction is unavoidable, the Project Owner/Applicant shall conduct post-construction infiltration testing to confirm infiltration rates are in compliance with the SWCP.

d) All drainage inlet features, including landscape atrium and/or area drains, that connect with the SCMs shall have pre-treatment measures in place to the maximum extent feasible utilizing the best available technology, and the pre-treatment measures shall be installed and maintained per manufacturer specifications and in compliance with all current local, state, and federal regulations.

49) Provide the following information to the Public Works Director or designee:

a) Installation elevation (s) by licensed Surveyor registered in the State of California for each SCM within 7 days of installation.

b) Basin Dimension and depth, including outlet structure cross section with elevations, signed, and stamped by Engineer of Record within 7 days of installation.

c) Invoice for installed gravel and bioretention soil media and soil media mix specification, along with photo-documentation of completed structural cross sections within two (2) weeks of installation.

d) Invoices for the Liner and Geotextile Materials, and manufacturer specifications shall be submitted for review. Photo-documentation of completed structural cross section in the basin shall be submitted within two (2) weeks of installation.

Prior to Issuance of Certificate of Occupancy the Applicant/Permittee must:

50) Verify that the site shall be constructed in compliance with all local, state and federal regulations, including but not limited to, the SWRCB's Construction General Permit (CGP), the Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit (MGP), and the project's SWCP.

51) Verify that the Post-Construction Requirements (PCR) have been met. For projects requiring a SWCP and a Stormwater Facilities Operation & Maintenance Plan (O&M), the Owner/Applicant shall provide 'Record Drawing/As-Built' Plans and certification by the Engineer of Record that the plan meets the Water Quality Treatment, Runoff Retention and Peak Management performance Requirements and will be maintained in accordance with the Stormwater Technical Guide for Low Impact Development as set forth by the County of Santa Barbara for guidance in complying with the PCR's for Development Projects in the Central Coast Region.

52) Schedule a Final PCR Field Verification Inspection**.** The PCR field verification inspection must include a visual inspection of each of the UICs to ensure the UICs are installed according to the Stormwater Control Plan and As-Builts. The Owner/Applicant shall submit all images, dimensions, and elevations of constructed

SCMs prior to the request for Occupancy Clearance to verify the installation of all SCMs that are subgrade or otherwise unable to be verified by Final PCR Field Verification Inspection. If design changes were implemented, 'Record Drawing/As-Built' Plans shall be submitted prior to the request for PCR Field Verification Inspection. The field verification inspection shall include, but are not limited to:

a) Photo Documentation - UICs via Inspection Ports and Manholes, Drain Inlet (atrium grates, catch basins, area drains, etc.), Pre-treatment devices, Disconnected Downspouts; and/or

b) Video Inspection of UICs via Inspection Ports and Manholes to verify that the chambers are free of sediment, construction wastewater (concrete, stucco, paint, etc.), construction debris or other materials and standing water;

c) Water Depth Measurements; and

d) Infiltration Tests within the each UIC to show that it's not compromised during construction activities and infiltrate as design and will function for the long term.

53) The Engineer of Record must also submit a completed Engineer's Certification of Approval Form at the time of installation and/or prior to occupancy clearance request.

54) Schedule a Final Construction Site Inspection. Following the completion of active construction and stabilization of disturbed areas, the Public Works Director or designee will conduct a Final Construction Site Inspection to verify all temporary erosion and sediment control measures and BMPs have been removed and completed work is in compliance with the approved Plans and 'Record Drawing/As-Built' Plans. The City shall note that any outstanding issues have been resolved in a manner acceptable to the City.

55) Revise the Drainage and Stormwater Facilities Agreement as needed to the satisfaction of the Public Works Director or designee. When warranted, the Owner shall amend the Drainage and Stormwater Facilities Agreement including all attachments and references therein as needed to incorporate all approved changes. All requirements listed for the draft versions apply to the final executed versions. The Final Drainage and Stormwater Facilities Agreement shall be signed by the project's Owner accepting responsibility of the O&M Plan for the installed onsite and/or offsite treatment and flow control SCMs until such responsibility is legally transferred to another entity in accordance with the requirements specified within the California Regional Water Quality Control Board, Central Coast Region, Resolution R3-2013-0032, Post-Construction Stormwater Management Requirements for Developmental Projects in the Central Coast Region. The Final Drainage and Stormwater Facilities Agreement shall be recorded with the County of Santa Barbara, and requires Owners, and their Successors to regularly inspect, maintain, and when necessary, repair or replace SCMs and BMPs that are incorporated into the project in perpetuity.

56) Provide Record Drawing/As-Built Plans to the Public Works Director or designee of the SWCP. The Owner/Applicant shall submit 'Record/As-Built' Plans that incorporate all changes/revisions a minimum of 30 days prior to request for final inspection and the issuance of Final Certificate of Occupancy per lot. The Record Drawing/As-Built Plans submission shall include CAD drawing files and GIS files of as-bult conditions including all storm drain infrastructure installation and/or improvements.

57) The Engineer of Record shall submit a Drainage Improvement Certification (attached to the Standard Conditions of Approval).

58) Secure Public Works Director or designee approval if the grading and drainage plans are revised during the construction process. If this occurs, then the Owner/Applicant shall update the drainage report and submit to the City for review and approval.

59) Submit a Waste Reduction and Recycling Summary (WRRS) to the Public Works Department for review and approval. The Report shall substantiate how a minimum 65% diversion goal was met by the project during construction, provides the actual amounts of material generated and what the final diversion rate was, along with either scale house receipts or a summary from the diversion facility used substantiating each load brought to the facility, the tonnage, and the diversion achieved.

60) Public Improvement Plan and Public Improvement Final Inspection shall be completed prior to Certificate Occupancy (CO) unless approved by the by the Public Works Director or designee.

61) Provide electronic Record Drawing/As-Built Plans to the Public Works Director or designee for the constructed Public Improvements within 60 days of completion. The Owner/Applicant shall submit 'As-Built' Plans that incorporate all changes/revisions.

62) Submit a Private Improvement Certification for parking lots, roads, sidewalks, etc. by the Engineer of Record. The Certificate shall include Record Drawing/As Built Plans and geotechnical testing information and results.

CITY DEPARTMENT CONDITIONS – Planning and Environmental Review

63) The following standards/requirements are general/on-going and must be complied with by the Permittee and/or successors in interest:

    a) The Permittee is responsible for informing all sub-contractors, consultants, engineers, or other business entities providing services related to the project of their responsibilities to comply with these conditions including, without limitation, Title 17 of the GMC. This includes the requirements that a business license be obtained to perform work within the City as well as the City's construction hour limitations.

    b) These Conditions of Approval shall be printed in their entirety on all plans submitted for issuance of any Zoning Clearance or Building Permit for the project.

64) The Applicant/Permittee is responsible for ascertaining and paying all City Development fees, including without limitation, Fire Service, Parks and Recreation, Transportation, Bicycle and Pedestrian, Storm Drain, Library and Public Administration fees as required by the GMC, in effect at the time of payment. In addition, the impact fees established by the Goleta Union/Santa Barbara Unified School Districts (School Fees) shall also be paid in accordance with the requirements of those entities. This condition also serves as notice pursuant to Government Code Section 66020(d) that the City of Goleta is imposing development impact fees ("DIFs") and the Applicant/Permittee has 90 days after the imposition of the fees to protest fees.

65) Obtain all the necessary approvals, licenses, and permits and pay all of the appropriate fees as required by the City. Before any permit may be issued by the City of Goleta, the Applicant/Permittee must obtain written clearance for each development phase from all Departments/Agencies having conditions or project approval. Such clearance must indicate that the Applicant/Permittee has satisfied all pre-construction conditions.

66) The Applicant/Permittee shall obtain from the City's Planning and Environmental Review Department all Building Permits required by Title 15 of the Goleta Municipal Code prior to the construction, erection, moving, alteration, enlarging, rebuilding of any building, structure, or improvement, or any other action(s) requiring a Building Permit pursuant to Title 15 of the Goleta Municipal Code.

67) Secure final clearance from all applicable Agencies/City Departments as needed.

68) Prior to commencement of operations on the site for the outdoor storage use, a City-issued Business License must be obtained. The Applicant/Permittee shall, at all times, conduct the use in compliance with the Business License.

69) **Architectural Review:** Prior to the issuance of building permits, the Applicant/Permittee must secure Final Design Review Board (DRB) approval of the site plan, architectural style, colors and materials of the project that ensure compatibility of massing, heights, landscaping, lighting, and architectural consistency with the existing neighborhood character.

    The Planning and Environmental Review Director, or designee, must conduct a final review of the final plan, before the City issues grading permits. If the final plans are not in substantial conformance with the approved plans, the Planning and Environmental Review Director may refer the matter back to the full DRB for a final determination. The Applicant/Permittee shall also demonstrate to PER compliance monitoring staff that the project has been built consistent with approved DRB design and landscape plans prior to Final Building Inspection Clearance.

70) **Lighting Specifications**: Any exterior lighting installed on the Project site must be of low intensity, low glare design, and must be hooded to direct light downward onto the Project site and prevent spill-over onto adjacent parcels and must otherwise meet dark night sky requirements. Exterior lighting fixtures must be kept to the minimum number and intensity needed to ensure public safety. These lights must

be dimmed after 11 p.m. to the maximum extent practical without compromising public safety as determined by the Planning and Environment Review Director, or designee. Upward directed exterior lighting is prohibited. "Moonlighting" type fixtures that illuminate entire tree canopies are also prohibited. Lighting fixtures must be appropriate for the architectural style of the existing structure and surrounding area. The final lighting plan must be amended to include identification of all types, sizes, and intensities of pole lights, wall-mounted building lights and landscape accent lighting and a photometric map/plan must be provided.

The location of all exterior lighting fixtures, complete cut sheets of all exterior lighting fixtures, and a photometric plan prepared by a registered professional engineer showing the extent of all light and glare emitted by all exterior lighting fixtures must be reviewed and approved by Design Review Board before the City issues a building permit for construction.

Prior to Certificate of Occupancy permit issuance, the Planning and Environmental Review Director, or designee, must inspect exterior lighting features to ensure that they have been installed consistent with approved plans.

71) This Conditional Use Permit shall become void and be automatically revoked if the development and/or authorized use allowed by this Conditional Use Permit is discontinued for a period of more than 12 months, or within such extended period of time as may be authorized in compliance with the City's zoning code. Any use authorized by this Conditional Use Permit shall immediately cease upon expiration or revocation of this Conditional Use Permit. Any permits approved or issued pursuant to this Conditional Use Permit shall expire upon expiration or revocation of the Conditional Use Permit. Conditional Use Permit renewals must be applied for prior to expiration of the Conditional Use Permit.

72) Diesel Equipment Standards: Any diesel construction equipment used during grading or paving of the project site must meet or exceed the U.S. Environmental Protection Agency's Tier 1 emission standard for off-road equipment.

Prior to the issuance of a Zoning Clearance, the Applicant/Permittee must submit a list of all diesel equipment and their compliance with Tier 1 emission standards. The Planning and Environmental Review Director, or designee, must verify compliance before issuance of the Zoning Clearance.

73) All construction-related vehicles, equipment staging, and storage areas shall be located onsite and outside of the road right of way (or specify other approved offsite location). The Applicant/ Applicant/Permittee shall provide all construction personnel with a written notice of this requirement and a description of approved parking, staging and storage areas. The notice shall also include the name and phone number of the Applicant/Permittee's designee responsible for enforcement of this restriction. The Applicant/Permittee must depict the designated construction personnel parking, equipment staging and storage areas on all project plans submitted for Zoning Clearance and Building Permit approval.

74) Nesting Birds: If vegetation removal or construction activities are expected to commence during the avian breeding season (typically February to August, but variable based on seasonal climatic conditions), the Applicant/Permittee, at its sole expense, must have a survey for active nests be conducted by a qualified avian biologist. The selection of the biologist must be approved by the City and the survey must be conducted at least one week but no more than two weeks before any scheduled tree removal. If active nests are located, all project work must be conducted at a distance (buffer) determined by the City-approved biologist to ensure that active nests are not disturbed and that all young have fledged and become independent of the adult. Project activities may encroach into the buffer at the discretion of the City-approved biologist.

Before the issuance of a grading permit, the Applicant/Permittee must submit the name and qualifications of the project biologist that will conduct such survey work to the City for the Planning and Environmental Review Director's or designee approval. The results of the survey must be submitted to the City for review and approval before issuance of any grading or building permits for the project.

The Planning and Environmental Review Director, or designee, must verify compliance not more than one week before ground disturbances commence and conduct periodic site inspections to ensure compliance throughout the construction period.

75) Outdoor Water Conservation: The following methods to minimize outdoor water use must be included in the project plans submitted for building permits unless the Applicant/Permittee demonstrates their infeasibility to the satisfaction of the Director, or designee, prior to the prior to the issuance of a building permit:

a) Use of native and/or drought tolerant species in the final landscape plan;

b) Installation of drip irrigation or other water-conserving irrigation;

c) Grouping of plant materials by water needs;

d) Limiting turf to less than 20% of the total landscaped area if proposed under the final landscape plan. The use of artificial turf in lieu of living grass may exceed the 20% maximum;

e) No turf is allowed on slopes over 4%;

f) Use of extensive mulching (2" minimum) in all landscaped areas to improve the water holding capacity of the soil by reducing evaporation and soil compaction;

g) Installation of soil moisture sensing devices to prevent unnecessary irrigation;

h) Use of only recycled water for the landscape irrigation if the project site is connected to a recycled water line;

i) Use of plant materials that can withstand high salinity levels, if recycled water is used for irrigation; and

j) Use of plant materials that are compatible with the Goleta climate pursuant to the Sunset Western Garden Book Zone 24, published by Sunset Books, Inc. Revised and Update 2012 edition.

76) Invasive Species: Non-native, invasive plant species cannot be included in any erosion control seed mixes and/or landscaping plant palette. The California Invasive Plant Inventory Database contains a list of non-native, invasive plants.

The Applicant/Permittee shall secure Final DRB approval of the planting plan prior to issuance of the Zoning Clearance for the project. The prohibition of the use of non-native invasive plant species must be printed on all plans.

The Planning and Environmental Review Director, or designee, must verify compliance before issuance of the Zoning Clearance and that the requirement has been satisfied at the time of Final Building Inspection Clearance.

77) The Applicant/Permittee and the Operator (if different than the Applicant/Permittee) are both responsible for complying with all conditions of approval contained in this Conditional Use Permit. Any zoning violations concerning the installation, operation, and/or abandonment of the facility are the responsibility of the Applicant/Permittee and the Operator.

78) The Applicant/Permittee shall be responsible for the completeness and accuracy of all plans, forms and supporting materials submitted in connection with the project. Any error or discrepancies found therein are a violation of this permit.

79) Prior to Zoning Clearance issuance, the Applicant/Permittee shall pay all applicable permit processing fees in full.

80) Construction Monitoring Plan: The Applicant/Permittee, at its sole expense, must retain a City-qualified archaeologist and local Chumash Native American observer to monitor all ground disturbing construction activities. Filed notes generated by the local Chumash Native American observer shall be made available upon request to the extent that the information is not considered confidential under applicable law. A construction Monitoring Treatment Plan shall be developed and implemented to ensure that any new discoveries are adequately recorded, evaluated, and, if significant, mitigated. The Construction Monitoring treatment plan shall describe the following:

a) Specifications that all ground disturbances shall be monitored by a City-qualified archaeologist and a Chumash Native American observer;

b) Qualifications and organization of monitoring personnel;

c) Procedures for notifying the City and other involved or interested parties in case of a new discovery;

d) Procedures that would be used to record, evaluate, and mitigate new discoveries with minimum of delay;

e) Procedures that would be followed in case of discovery of disturbed as well as intact human burials and burial -associated artifacts. The City-qualified archaeologist and Chumash Native American observer shall have the authority to temporarily halt or redirect construction in the vicinity of any potentially significant discovery to allow for adequate Phase 3 data recovery recordation, evaluation, and mitigation. Evaluation and mitigation could require additional archaeological testing and data recovery. In the highly unlikely event that isolated human remains are encountered, consultation with the most likely Native American descendant, pursuant to Public Resources Code section 5097.97 and 5097.98, would apply; and

f) Results of the monitoring program shall be documented in a report after completion of all ground disturbing activities.

A contract for the Construction Monitoring Plan, including identification of the City-qualified archaeologist and Chumash Native American observer, shall be approved by the City prior to the issuance of any Zoning Clearance issued for the project.

The Planning and Environmental Review Director, or designee, must verify compliance before issuance of the Zoning Clearance.

81) Human Remains: Before initiating any staging areas, vegetation clearing, or grading activity, the Applicant/Permittee and construction crew must meet on-site with City staff, a City-retained archaeologist, and local Chumash consultant(s) and present the procedures to be followed in the unlikely event that human remains are uncovered. These procedures must include those identified by Public Resources Code section 5097.97 and 5097.98. If the remains are determined to be of Chumash descent, the County Coroner has 24 hours to notify the Native American Heritage Commission (NAHC). The NAHC will then identify the person(s) thought to be the Most Likely Descendent (MLD) of the deceased Chumash. The MLD will then in consultation with the City-approved archaeologist and appropriate local Chumash consultant(s) determine what course of action should be taken in dealing with the remains, so as to limit future disturbance.

Before the City issues permits for any ground disturbance, the Applicant/Permittee must provide the City Planning and Environmental Review Director the contact information of the Chumash consultant and the agreed upon procedures to be followed. If remains are found and if the remains are found to be of Chumash origin, the County Coroner will notify the Native American Heritage Commission and the Commission will name the Most Likely Descendant (MLD). The MLD, City- retained archaeologist, Applicant/Permittee, and City Planning and Environmental Review staff will consult as to the disposition of the remains. If the remains are identified as non-Chumash, the County Coroner will take possession of the remains and comply with all state and local requirements in the treatment of the remains.

The Planning and Environmental Review Director, or designee, must confirm that the County Coroner is notified in the event human remains are found, and that the Native American Heritage Commission is contacted if the remains are of Chumash origin.

82) Discovery of Cultural Resources: If archaeological resources are encountered during grading, work must be stopped immediately or redirected until the City - approved archaeologist and local Chumash Native American observer can evaluate the significance of the find pursuant to the Extended Phase 1 investigation standards set forth in the City Archaeological Guidelines. The Extended Phase 1 study must be funded by the Applicant/Permittee at their sole expense. If resources are found to be significant, they must be subject to a Phase 3 mitigation program consistent with City Archaeological Guidelines. The Phase 3 mitigation program must be funded by the Applicant/Permittee.

    The identification of the City-qualified archaeologist and Chumash Native American monitor shall be approved by the City prior to the issuance of the Zoning Clearance. The monitors must be onsite during all project excavation, grading or other soil disturbance.

    The Planning and Environmental Review Director, or designee, must verify compliance before issuance of the Zoning Clearance.

83) The Applicant/Permittee shall maintain all landscaping, per the approved plan, for the life of the project.

84) The Applicant/Permittee must secure approval from the City of Goleta, at the Permittee's expense, and execute the following documents:

    a) Landscape Agreement and post securities for maintenance of the City-approved landscape and hardscape improvements for a minimum of a 3-year period. The securities shall be in the amounts as provided in the agreement and based on a Landscape Architect's Estimate, signed and stamped by a registered landscape architect. All expenses associated with the development, review and recordation of the Landscape Maintenance Agreement are the sole responsibility of the Applicant/Permittee; and

    b) b) Secure approval of a Public Improvement Plan from the Public Works Director or designee for improvements proposed on Elwood Station Road (Frontage Improvements), pursuant to Public Works conditions of approval.

85) Screen all new utility service connections and above-ground mounted equipment such as backflow devices, etc. from public view so as to blend in with the project in accordance with approved plans.

86) Any modifications to the approved plans including but not limited to site plan, floor plans, elevations, landscaping, colors and materials, cannot be executed without the Planning and Environmental Review Director's approval.

87) Before using any land or structure, or commencing any work pertaining to the erection, moving, alteration, demolition, enlarging or rebuilding of any building structure, or improvement, the Applicant/Permittee must obtain a grading and/or building permit from the Planning and Environmental Review Director. Both the grading and the building plans must denote that any portion of the site with archaeological sensitivity cannot be used as parking/storage of construction workers vehicles, construction equipment, stockpiling, or construction materials storage, etc., to the satisfaction of the Planning and Environmental Review Director.

88) All plans submitted for permit issuance (e.g., grading, building permit, etc.) must include all applicable conditions of project approval.

89) Before the start of any work on-site, the Applicant/Permittee must conduct a pre-construction meeting that includes the Applicant/Permittee, project superintendent, architect, contractors, subcontractor, City-qualified archaeologist and local Chumash Native American observer as well as City representatives from the Planning and Environmental Review and Public Works Departments and outside agency representatives from the Santa Barbara County Fire Department, Goleta Water District and Goleta West Sanitary District.

90) All work within the public right-of-way, including without limitation, utilities and grading, must be explicitly noted on the building plans. The Applicant/Permittee must obtain all necessary encroachment permits from the Public Works Director or designee, before commencing work within or over the public right-of-way including without limitation, water meters, backflow devices, sewer laterals, signs, landscaping and curb/gutter/sidewalk improvements.

91) Any temporary building, trailer, commercial coach etc. installed or used in connection with the construction of this project must comply with the requirements of Title 17 Zoning, Section 17.41.260 Temporary Uses.

92) The Applicant/Permittee, including all contractors and subcontractors, shall limit construction activity and equipment maintenance to the hours between 8 AM and 5 PM, Monday through Friday, pursuant to Title 17 Zoning, Section 17.39.070(G). Exceptions to these restrictions may be made for good cause at the sole discretion of the Planning and Environmental Review Director, or designee, for onsite work. Exceptions to these restrictions may be made for good cause at the sole discretion of the Public Works Director or designee, for work in the City Right-of-Way. No construction can occur on State holidays. Non-noise generating construction activities such as interior plumbing, electrical, drywall and painting (depending on compressor noise levels), are not subject to these restrictions.

93) If the project meets the threshold outlined in Ordinance 16-04 regarding Water Efficient Landscaping, the Applicant/Permittee must secure approval of an irrigation plan from the Building Official or designee before issuance of a building permit. The landscape and irrigation shall be installed per plan prior to Final Building Inspection Clearance. The irrigation plan must:

a) Demonstrate compliance with the City's Water Conservation regulations and Guidelines for Water Conservation in Landscaping. Use reclaimed water to irrigate landscaped areas if the recycled waterline is extended to serve the site. If that occurs, then dual water connections must be installed to allow for landscaping to be irrigated by reclaimed water, if feasible.

b) Utilize efficient irrigation systems which minimize runoff and evaporation and maximize the water which will reach plant roots (e.g., drip irrigation, automatic sprinklers equipped with moisture sensors, etc.).

c) Utilize automatic sprinkler systems that must be set to irrigate landscaping during early morning hours or during the evening to reduce water losses from evaporation. Sprinklers must also be reset to water less often in cooler months and during the rainfall season so that water is not wasted by excessive landscaping irrigation.

94) The project must minimize outdoor water use through the following:

a) Use of native and/or drought tolerant species in the final landscaping;

b) Installation of drip irrigation or other water-conserving irrigation;

c) Grouping of plant material by water needs;

d) Limiting turf to less than 20% of the total landscaped area if proposed under the final landscape plan or use of artificial turf in place of living grass (this may exceed the 20% maximum);

e) No turf is allowed on slopes of over 4%;

f) Use of extensive mulching (2" minimum) in all landscaped areas to improve the water holding capacity of the soil by reducing evaporation and soil compaction;

g) Installation of soil moisture sensing devices to prevent unnecessary irrigation;

h) Use of only recycled water for landscape irrigation if the Project site is connected to a recycled water line;

i) Use of plant materials that can withstand high salinity levels, if recycled water is used for irrigation; and

j) Use of plant materials that are compatible with the Goleta climate pursuant to Sunset Western Garden Book's Zone 24, published by Sunset Books, Inc., Revised and Updated 2001 edition.

95) Submit a Compliance Review application with the Planning and Environmental Review Department regarding compliance monitoring and submit the fees cover full costs of compliance monitoring. All costs associated with the development, review,

and execution of the compliance monitoring contract is the sole responsibility of the Applicant/Permittee.

96) The Applicant/Permittee shall ensure that the project complies with all approved plans and all project conditions including those which must be monitored after the project is built and occupied. To accomplish this, the Applicant/Permittee shall:

    a) Contact PER compliance staff as soon as possible after project approval to provide the name and phone number of the future contact person for the project and give estimated dates for future project activities;

    b) Pay a separate compliance monitoring fee deposit prior to issuance of Building Permits to cover full costs of monitoring as described above, including costs for the City to hire and manage outside consultants when deemed necessary by PER planning staff (e.g., non-compliance situations, special monitoring needed for sensitive areas including but not limited to biologists, archaeologists) to assess damage and/or ensure compliance. In such cases, the Applicant/Permittee shall comply with PER recommendations to bring the project into compliance. The decision of the Director of PER shall be final in the event of a dispute; and

    c) Contact PER compliance monitoring staff at least two weeks prior to commencement of construction activities to schedule an on-site pre-construction meeting to be led by PER compliance monitoring staff and attended by all parties deemed necessary by the City, including the permit issuing planner, grading and/or building inspectors, other agency staff, and key construction personnel: contractors, sub-contractors and contracted monitors among others.

97) Provide trash/recycling enclosures that are compatible with the architectural design of the Project, of adequate size for trash and recycling containers (at least 50 square feet), and accessible by tenants and for removal. The trash/recycling areas must be enclosed with a solid wall of sufficient height to screen the area, with a solid gate and a roof, to be maintained in good repair in perpetuity and must be included on final Project plans and before the City issues a Land Use Permit for construction. The enclosures are required to be approved by the City Design Review Board (DRB).

98) The Applicant/Permittee must prevent construction and/or employee trash from blowing offsite by providing covered receptacles on-site before commencement of any grading or construction activities; picking up waste weekly or more frequently as directed by the Planning and Environmental Review Director; and designating and providing the Planning and Environmental Review Director, the name and phone number of a contact person(s) to monitor construction trash/waste and organize a clean-up crew. Additional covered receptacles must be provided as determined necessary by the Planning and Environmental Review Director.

99) During construction, the Applicant/Permittee must promptly remove any graffiti at the Project site.

100) Secure the construction site with a minimum 6-foot-high fence. The fence must be covered with a material approved by the Planning and Environmental Review Director to minimize dust leaving the site.

101) Portable storage containers shall be prohibited from being installed or used by the renters/lease holders of the outdoor storage areas.

By signing this document, Alastair Winn of 35 Ellwood Station, LLC, certifies that they read, understands, and agrees to the Project Conditions listed in this document.

Alastair Winn Date
35 Ellwood Station, LLC

Attachments:
A. Santa Barbara County Fire Department letter dated June 15, 2022
B. Goleta West Sanitary District Sewer Availability Letter dated June 15, 2022
C. Santa Barbara County Air Pollution Control District letter dated November 20, 2020

-End of Conditions-

This page intentionally left blank.

Exhibit 2 - Attachment A

Santa Barbara County Fire Department – Conditions Letter

Dated June 15, 2022

This page intentionally left blank.

Memorandum

DATE: June 15, 2022

TO: Brian Hiefield
Planning and Environmental Review
City of Goleta

FROM: Michael Gray, Inspector
Fire Department

Michael Gray Digitally signed by Michael Gray
DN: C=US, E=michael.gray@sbcfire.com, O=Santa Barbara County Fire Department, OU=Engineer/Inspector, CN=Michael Gray
Date: 2022.06.15 13:28:49-07'00'

SUBJECT: APN: 079-210-066 Permit: 20-0003-CUP Project: 22FDR-00048
Site: Ellwood Station, Goleta
Project: Major Conditional Use Permit – Reuse of Former Cement Batch Plant and Construction of Additional Drive Surface Area for Outdoor Storage Uses

---

The above project is located within the jurisdiction of the Santa Barbara County Fire Department.

CONDITIONS FOR MAJOR CONDITIONAL USE PERMIT

The Fire Prevention Division must be notified of any changes to the project proposal.
A change in the project description may cause conditions to be imposed.

GENERAL NOTICE

1. Recorded addressing is required prior to building permit issuance.*

2. Portable fire extinguishers are required on the project site at all times during construction.

PROJECT DEVELOPMENT

We submit the following with the understanding the Fire Protection Certificate application(s) may involve modifications, which may determine additional conditions.

PRIOR TO CONSTRUCTION

3. Create a defensible space of 100 feet (or to the property line, whichever is nearer) around the proposed structures and any existing structures on this property.
   - Removal does not apply to single specimens of trees, ornamental shrubbery or similar plants that are used as ground cover if they do not form a means of rapidly transmitting fire from the native growth to any structure.
   - Reference Santa Barbara County Fire Department Development Standard #6* and Defensible Space Check List.

4. All access ways shall be installed, made serviceable and maintained for the life of the project.
   - Roadway shall have a minimum width of 20 feet.
   - Surface shall be paved.
   - Access ways shall be unobstructed and extended to within 150 feet of all portions of the exterior walls of the first story of any building.
   - A minimum of 13 feet, 6 inches of vertical clearance shall be provided and maintained for the life of the project for emergency apparatus access.

PRIOR TO FINAL SIGN-OFF

5. Designated fire lanes shall include red curbs and signs indicating "Fire Lane – No Stopping" placed as required by the fire department. Refer to current adopted California Fire Code.

6. Portable fire extinguishers are required and shall be in accordance with the current adopted Santa Barbara County Code Chapter 15.

7. Address numbers shall be a minimum height of 6 inches.

8. Access way entrance gates shall conform to fire department requirements.

9. When access ways are gated, a fire department approved Knox locking system shall be installed. Reference Santa Barbara County Development Standard #7.*

   To obtain a Knox Authorization Order Form and instructions, email pe.inquiries@countyofsb.org.
   Please note, review is required prior to submission to Knox Company, as an authorized fire agency signature must be included on your order form. Do not send order forms to Knox Company directly.

As always, if you have any questions or require further information, please call me at 805-681-5527 or 805-681-5523.

MG:ps

Exhibit 2 - Attachment B

Goleta West Sanitary District – Conditions Letter

Dated June 15, 2022

This page intentionally left blank.

GOLETA WEST SANITARY DISTRICT

www.goletawest.com | P.O. Box 4, Goleta, CA 93116-0004
phone: 805 968-2617, fax: 805 562-8987 | UCSB Campus Parking Lot 32, Santa Barbara, CA 93106

June 15, 2022

RE: APN# 079-210-066

35 Ellwood Station Road

Dear Ms. Gelare Macon,

The City of Goleta has notified Goleta West Sanitary District that the developers wish to proceed with the proposed Storage Facility project located at 35 Ellwood Station Road. Currently, this property resides within the Goleta West Sanitary District service area but is not connected to the wastewater collection system. In order to connect to the public wastewater system, the following conditions must be met:

- The mainline sewer on Ellwood Station Road currently terminates about 200 feet south of the southern property line at 35 Ellwood Station Road. In order to connect to the public wastewater collection system, this sewer mainline must be extended up Ellwood Station Road in order for the proposed sewer lateral to connect to the mainline.
- This extension of the sewer mainline and new manhole must be dedicated to the District via an irrevocable offer to dedicate. This procedure is attached to this email.
- Along with dedication of the mainline sewer facilities, proper easements must be granted to the District. The path of this mainline appears to follow the public right away in the street, but may also cross into the property line owned by the Union Pacific Railroad company.
- In conjunction with the dedication agreement and easement agreement, plans must be submitted illustrating the plan and profile of the proposed sewer mainline extension in accordance with GWSD Standard Specifications.
- After a dedication agreement has been entered and plans have been approved by the District, a sewer service permit will be required for the construction of the mainline. This will include inspection and plan check fees for the sewer mainline construction only.
- A separate sewer service permit shall be required for the connection of the parcel to the public wastewater system. In addition to inspection and plan check fees for the proposed building construction, connection fees will be assessed as this parcel has never been connected to the public wastewater system.

If you have any questions, or if I can be of further assistance, please call, 805-968-2617.

Sincerely,

GOLETA WEST SANITARY DISTRICT

Joey Hilliard

Utility Worker IV

GOLETA WEST SANITARY DISTRICT

Guidelines for Construction and Dedication of New Sewer Facilities
(March 18, 2014)

1. Purpose. These Guidelines are intended to establish a uniform procedure for construction and dedication of new sewer facilities. They are intended to assist the public and District staff in implementing efficient practices.

2. Authority. These Guidelines reflect the requirements set forth in District Ordinance No. 58 (see **Attachment A**).

3. Procedures.

3.1 Pre-Submission Consultation. Developers are encouraged to consult with District staff prior to formal submission of construction plans.

3.2 Submission Documents. The developer shall submit such plans, reports and studies as may be needed for the project.

3.2.1 Plans. Construction plans shall be prepared by a licensed architect or engineer.

3.2.2 Environmental Impact Information. In rare instances, the District may be required to be the lead agency for compliance with the California Environmental Quality Act. In those cases, the developer shall submit such information as may be needed by the District for that purpose. If required by the District, the developer shall submit a soils report and a geological report.

3.2.3 Fees. The developer shall pay fees to the District in accordance with the District's adopted fee ordinance and related policies.

3.3 Review of Submitted Documents for Completeness. District staff shall review the submitted documents and determine whether they are complete. The review shall be completed within thirty (30) days and the results of that review shall be provided in writing to the developer. If the submitted materials are determined to be incomplete, the District shall notify the developer in writing of the specific deficiencies.

3.3.1 Appeals. A developer may appeal to the Board of Directors any determination by District staff concerning the completeness of the submitted materials.

3.4 Evaluation of Submitted Documents. After the submitted documents are determined to be complete, District staff shall review the plans to determine whether they

is consistent with the District's standards and specifications. If District staff determines that the plans are inconsistent with the District's standards and specifications, the District shall notify the developer in writing of this finding and the reasons therefor. If District staff determines that the plans comply with District's standards and specifications, the General Manager shall note his approval thereon.

3.5 Dedication Agreement; Security for Performance. Upon approval of the plans by District staff, the Applicant shall execute and deliver a Dedication Agreement for Land Development Improvements in a form approved by the District (see **Attachment B**). The District shall execute and record the Dedication Agreement prior to issuance of a permit to begin construction of the facilities.

3.5.1 Right of Entry. The Dedication Agreement shall include a right of entry authorizing the District to enter onto the applicant's property for the purpose of accessing and inspecting construction of the new facilities during construction.

3.5.2 Security for Performance. Concurrently with execution of the Dedication Agreement, the applicant shall provide adequate security for performance in a form, and an amount, satisfactory to the District. (See **Attachment C** for forms of security.)

3.6 Board Approval. Staff shall present the project and all related agreements (including the Dedication Agreement for Land Development Improvements) to the District's Management Committee. Upon completion of the Management Committee's review, the project and all related agreements (as described above) shall be presented to the District Board of Directors

3.7 Construction. The developer shall undertake construction in strict compliance with the requirements of Ordinance No. 58 and applicable District policies and standards.

3.8 Grant of Easement; Dedication of Facilities; Acceptances by District. Upon completion of construction, including final inspection by the District, the developer shall execute and deliver to the District, on the District's standard form, (a) a Grant of Easement conveying an easement to the District for the new facilities (see **Attachment D**), and (b) an Irrevocable Offer to Dedicate and Certificate of Acceptance conveying the new facilities to the District (see **Attachment E**). If necessary, the District shall prepare a separate Certificate of Acceptance for the newly constructed sewer facilities (see **Attachment E**). The District shall also prepare a Certificate of Acceptance for the permanent easements described in the Grant of Easement (see **Attachment E**). The District President shall sign the Certificate of Acceptance for the Easement and the Certificate of Acceptance for the Facilities described in the Offer to Dedicate and both certificates shall be recorded following presentation to the Management Committee and approval by the District Board.

3.8.1 Legal Descriptions; Maps. The Grant of Easement and the Irrevocable Offer to Dedicate shall be accompanied by (i) a legal description of the property,

and (ii) a map of the property showing the location of the easement and facilities, both of which must be prepared by a licensed surveyor and bear the surveyor's original signature and seal.

3.8.2 Title Commitment. The Grant of Easement shall be accompanied by a commitment by a title company to ensure the District's title to the easement.

3.8.3 Alternative Procedure – Subdivision Map. If the applicant proposes to construct new facilities in connection with a new subdivision map, and the map shows the location of the sanitary sewer easement or the public utility easement in which the facilities will be located, the subdivider shall submit the approved subdivision map to the District for review and approval prior to preparation and filing of the final map.

3.9 Copies of Recorded Documents. Following recordation of the Dedication Agreement for Land Development Improvements, Grant of Easement, the Irrevocable Offer to Dedicate and Certificates of Acceptance, the District shall maintain a copy of each such document in its files and shall provide a conformed copy to the developer.

Attachments:

A. Goleta West Ordinance No. 58

B. Dedication Agreement for Land Development Improvements

C. Forms of Performance Security

D. Grant of Easement

E. Irrevocable Offer to Dedicate and Certificate of Acceptance

036888\0028\11017697.4

Attachment A

Goleta West Sanitary District Ordinance No. 58

GOLETA WEST SANITARY DISTRICT
ORDINANCE NO. 58

AN ORDINANCE REGULATING THE DEDICATION OF SEWER FACILITIES AND IMPROVEMENTS IN THE GOLETA WEST SANITARY DISTRICT

1.0 General Provisions.

1.1 **Authorization.** This Ordinance is enacted pursuant to Chapter 3 (commencing with Section 6480) and Chapter 4 (commencing with Section 6510), Part 1, Division 6 of the California Health and Safety Code.

1.2 **Purpose.** The purpose of this Ordinance is to provide direction and policy with respect to the terms, conditions and procedures for the dedication of sewer facilities and other property and improvements to District.

1.3 **Scope.** This Ordinance shall apply to the dedication of sewer facilities and other property and improvements to District for the extension or provision of District services as provided in Article 1 (commencing with Section 6510), Chapter 3, Part 1, Division 6 of the California Health and Safety Code.

1.4 **Definitions.** The following definitions shall apply to the provisions of this Ordinance.

1.4.1 Applicant. "Applicant" shall mean the person or entity constructing the Facilities and making the Dedication.

1.4.2 Board. "Board" shall mean the Board of Directors of District.

1.4.3 Cash-Bond. "Cash Bond" shall mean a cash deposit, irrevocable letter of credit, bank deposit or other negotiable instrument delivered to District, in a form approved by District's Legal Counsel, made payable to District, which does not require the consent or approval of any other person in order for District to draw upon and convert to cash.

1.4.4 Certificate of Acceptance. "Certificate of Acceptance" shall mean the certificate issued by District to Applicant upon Dedication documenting District's acceptance of the Dedication.

1.4.5 Cash Deposit. "Cash Deposit" shall mean cash, physically deposited with District or in any bank account of District.

1.4.6 Construction. "Construction" shall include any site preparatory work.

1.4.7 Dedication. "Dedication" shall mean the transfer by Applicant and the acceptance by District of fee ownership of the constructed Facilities.

1.4.8 Dedication Agreement. "Dedication Agreement" shall mean the agreement entered into between District and Applicant for Construction and Dedication.

1.4.9 District. "District" shall mean the Goleta West Sanitary District.

1.4.10 Facilities. "Facilities" shall mean the property, both real and personal, and improvements constructed on the property, fee title to which is to be transferred from Applicant to District by Dedication.

1.4.11 Public Entity. "Public Entity" shall mean any governmental agency whose jurisdiction includes all or any portion of the Facilities.

1.4.12 Surety Bond. "Surety Bond" shall mean a bond or bonds by one or more duly authorized corporate surety companies on a form approved by District's attorney, or any other bond requiring consent or approval of another person before District can draw upon the same or convert to cash.

2.0 General Procedures

2.1 Coordination with Other Entities. District shall coordinate the exercise of its powers and duties with any other Public Entity authorized to regulate, supervise or impose conditions on the construction of the Facilities or any related improvements. Applicant shall comply with all regulations, orders and conditions whether imposed or enforced by District or any other Public Entity.

2.2 Standards and Specifications. District shall establish design and performance standards and specifications for all of the Facilities. All plans submitted to District shall comply with any and all such standards and specifications. The plans and the construction of the Facilities shall not deviate from such standards and specifications without prior written approval from District.

3.0 Conditions and Prerequisites to Construction. Before commencement of any construction of the proposed Facilities, an Applicant shall satisfy all of the following conditions.

3.1 Applications. Applicant shall complete and file with District any and all applications and forms as required by District and shall submit plans for the construction of the Facilities.

3.2 Studies and Reports. District shall require the studies and reports in conjunction with a Dedication which are described below. District may waive the requirement to submit any or all of the studies and reports upon a finding by the Board that their purposes have otherwise been satisfied by Applicant.

3.2.1 *Environmental Impact Report.* If District is a "lead agency" for purposes of the California Environmental Quality Act (CEQA), Applicant shall submit such environmental documentation and fees as may be required by District to perform an initial study of the potential environmental impacts of the Facilities pursuant to CEQA requirements. Based upon the conclusions of such initial study, Applicant shall prepare such additional documentation as required by District or applicable law.

3.2.2 *Soils Report.* A study of the ability of the soils on which the Facilities are to be constructed to support such Facilities and the impact the Facilities will have on surrounding soils and property.

3.2.3 *Geological Report.* A study analyzing the impacts of any seismic or other geological activities on the Facilities.

3.3 Plans. District shall evaluate and act upon the plans for the Facilities as submitted by Applicant as follows:

3.3.1 *Evaluation of Plans.* Upon District's receipt of plans for the Facilities as provided in Section 3.1, District shall evaluate the plans to ensure compliance with District's standards and specifications. In evaluating the sufficiency of the plans, District shall investigate and inspect the proposed site of the Facilities and any surrounding development or improvements. District shall prepare a written report describing its findings and recommendations.

3.3.2 *Acceptance or Rejection of Plans.* Based upon District's evaluation of the plans and the studies and reports described in Section 3.2, District shall determine whether to approve or reject the plans. District may waive any standards or specifications which District finds to be unnecessary in regard to the proposed Facilities. If District rejects the proposed plans, District shall identify those items which must be addressed or corrected prior to resubmittal of the plans.

3.3.3 *Appeals.* If Applicant disagrees with District's recommendations regarding the proposed Facilities, Applicant may appeal such determination to the Board. Appeals shall be filed pursuant to District procedures and payment of fees.

3.4 Dedication Agreement. Applicant and District shall execute a dedication agreement in a form as adopted and approved by District. The Dedication Agreement shall: (1) provide for Applicant's compliance with all applicable laws and ordinances and the approved plans; (2) grant District a reasonable right of access to the construction site for purposes of inspecting the Facilities; (3) establish the amount and duration of any Surety Bonds or other security to be provided by Applicant as described in Section 3.5; (4) establish procedures for exchanging information and providing notices; (5) establish procedures for modifying the approved plans; (6) establish insurance standards; (7) establish standards and procedures for acceptance of the Facilities and Dedication; and (8) provide for any other matters deemed necessary by District at the time of entering the Dedication Agreement.

3.5 Securities. For purposes of securing completion of Applicant's obligations under this Ordinance and the Dedication Agreement, Applicant shall provide adequate security as provided in this Section.

3.5.1 *Type of Security.* Unless otherwise provided by applicable law or in the Dedication Agreement, the security provided by Applicant shall be in the form of a Cash Bond, Cash Deposit, Surety Bond, or any combination of the above.

3.5.2 *Amount of Security.* The amount of security to be posted shall be specified in the Dedication Agreement and in an amount based on one hundred percent (100%) of the estimated cost of constructing the Facilities.

3.5.3 *Term of Security.* All security shall be for a term as specified in the Dedication Agreement and sufficient to cover Applicant's obligations under this Ordinance and the Dedication Agreement until such obligations are finally and fully completed and dedicated to and accepted by District.

3.5.4 *Purpose for Security.* Security is required by District to ensure completion of the Facilities and any other improvements to be constructed by Applicant as provided in the Dedication Agreement and to ensure the payment for all labor and materials provided or supplied in the construction of the Facilities. In securing multiple obligations, District, in its discretion, may require that Applicant provide a single security or separate securities.

3.5.5 *Release of Security.* Security shall be released by District upon the full completion of Applicant's obligations under this Ordinance and the Dedication Agreement for which the security was provided and acceptance and Dedication of the Facilities. Prior to such events, any security may be partially or fully released upon a determination by District that the purpose for which the security has been provided has been satisfied or is no longer applicable.

3.6 Easements. Applicant shall grant to District all necessary easements and rights-of-way for purposes of accessing and inspecting the Facilities during Construction, and for operating, repairing, maintaining, replacing and extending the Facilities upon and after Dedication and acceptance. District and Applicant shall enter into an agreement or agreements for such easements in a form approved by District in its sole discretion.

3.7 Reimbursement of Applicant. In the event that District and Applicant anticipate that any real property or any improvements in the vicinity of the Facilities which are not owned or to be constructed by Applicant will benefit by utilizing or connecting to the Facilities, District may require Applicant to construct Facilities of greater size and capacity than otherwise required for the real property and improvements owned by or to be constructed by Applicant, and if so required by District, District and Applicant shall enter into an agreement in a form satisfactory to District for the purpose of reimbursing Applicant for that excess cost of constructing the Facilities from payments actually received by District from the owners of the benefited real property or improvements.

3.8 Fees and Costs. Applicant shall pay to District any and all applicable fees and shall reimburse District for any and all actual costs and expenses associated with the Dedication and acceptance of the Facilities, including but not limited to, reviewing applications and plans, preparation of reports and documents, inspections, legal fees, monitoring construction and providing service connections. Any future costs and expenses shall be estimated by District and paid in advance by Applicant in accordance with the terms of the Dedication Agreement. If the advance payment exceeds District's actual costs, the balance shall be refunded to Applicant upon the issuance of the Certificate of Acceptance as described in Section 5.2.

4.0 Construction of Facilities and Other Improvements. The following provisions shall apply to any construction subject to this Ordinance.

4.1 Applicable Laws. Applicant shall comply with all applicable statutes, ordinances and regulations.

4.2 Compliance with Conditions. Applicant shall comply with, and all Facilities and other improvements shall be constructed in accordance with, all terms, standards, specifications, conditions or other requirements as provided in Section 3.0.

4.3 Inspections. District shall have the right to inspect the Facilities at any time during construction to ensure compliance with all applicable laws and conditions and the approved plans. Applicant shall grant District the right to access the construction site for purposes of inspection as provided in the Dedication Agreement. Upon completion of construction, District shall inspect the Facilities and perform any necessary or proper tests to determine whether the Facilities comply with the approved plans and are free of all defects in engineering, design and construction and are capable of meeting any and all requirements of service.

4.4 Corrections. Unless waived by District in writing, Applicant shall correct, repair or remedy any and all deviations from the approved plans and any and all defects in engineering, design and construction. Any correction, repair or remedy shall comply with any and all additional guidelines and directives issued by District for performing such correction, repair or remedy.

4.5 Liens and Releases. Prior to approval of the Facilities, Applicant shall provide that the Facilities, easements and any other property, real or personal, to be dedicated and transferred to District are free and clear of any and all liens and encumbrances. Applicant shall obtain a written waiver and release of all claims, liens and other rights from all contractors, subcontractors, suppliers and other individuals or entities providing labor or materials in the Construction of the Facilities unless waived by District.

4.6 Approval. District shall approve the Facilities at such time as all of District's requirements have been satisfied and the Facilities comply with the approved plans and all correction orders, if any. Upon a finding by Board that Applicant has completed Construction of the Facilities and satisfied all other obligations as required by this Ordinance, all other applicable laws, the Dedication Agreement, the approved plans and any and all other District requirements,

Board shall approve the Facilities and shall authorize and direct District to take appropriate actions for Dedication as provided in Section 5.0.

5.0 Acceptance and Dedication. Upon approval of the Facilities as provided in Section 4.6, District shall accept the Facilities as follows.

5.1 Transfer of Possession. Applicant shall transfer title to and possession of the Facilities to District and shall take all acts necessary to effect such transfer.

5.2 Certificate of Acceptance. Upon transfer of title and possession, District shall issue a Certificate of Acceptance evidencing District's acceptance of the transfer and Dedication.

6.0 Use and Operation. District shall use and operate the Facilities in accordance with its standard procedures as provided in the applicable ordinances, rules and regulations of the District.

7.0 Conflict. The provisions of this Ordinance are intended to supplement and to be interpreted consistently with other District ordinances. With respect to applications within the scope of this Ordinance as defined in Section 1.3, other District ordinances which are inconsistent or less stringent than this Ordinance are repealed or superseded to the extent of the inconsistency or lack of stringency.

I HEREBY CERTIFY that the foregoing Ordinance was adopted by the Board of Directors of the Goleta West Sanitary District at a regular meeting thereof held on the 8th day of December, 1998 by the following vote of the members thereof.

AYES:	Bearman, Gish, Hendrickson, Lewis, Meyer
NOES:	None
ABSTAINING:	None
ABSENT:	None

Kenneth A. Hendrickson, President

ATTEST

Diane Powers, Secretary

Attachment B

Dedication Agreement for Land Development Improvements

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO

Goleta West Sanitary District
Attn: General Manager
P. O. Box 4
Goleta, CA 93116-0004

THIS SPACE RESERVED FOR RECORDER'S USE ONLY
(Gov. Code § 27361.1)

No documentary transfer tax or fee pursuant to Gov. Code § 6103

DEDICATION AGREEMENT FOR LAND DEVELOPMENT IMPROVEMENTS

This Agreement for Land Development Improvements and Dedication (Agreement), is entered into this _____ day of _____, 20__, by and between Goleta West Sanitary District (District), and _____ (Developer), at Goleta, California, with reference to the following facts and intentions:

A. Developer is the owner of certain real property situated within the boundaries of District, generally known and described in the attached Exhibit A (Property), on which Developer proposes to construct certain works of improvement for dedication to District;

B. The works of improvement to be dedicated to District are for the purpose of providing sewer services to the Property, and are more specifically described in the attached Exhibit B.

C. District desires to assure that the proposed works of improvement will be constructed in a good and workmanlike manner and in accordance with all laws, ordinances, rules and regulations now in force and effect in District, the terms and conditions of which are incorporated by this reference; and

D. Plans for the works of improvement have been prepared in accordance with District ordinances, standards and specifications, and filed by Developer with District and reviewed and approved by District. The plans are identified as: _____.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, the parties agree as follows:

1. **Definitions.** The terms listed below shall have the meanings described with respect to each term for purposes of this Agreement and the attached Exhibits.

1.1 Acceptance. "Acceptance" shall mean a certificate or other document provided to Developer by District evidencing District's acceptance of the Facilities.

1.2 Construction. "Construction" shall mean the construction of the Facilities including any site preparatory work.

1.3 Dedication. "Dedication" shall mean the transfer by Developer and the acceptance by District of fee ownership of the constructed Facilities.

1.4 Development. "Development" shall mean the works of improvement to be constructed by Developer on the Property

1.5 Facilities. "Facilities" shall mean that portion of the Development to be dedicated to District as described in the Plans.

1.6 Offer of Dedication. Offer of Dedication shall mean Developer's irrevocable offer to District to Dedicate the Facilities to District as provided in the Agreement in a form acceptable to the District.

1.7 Plans. "Plans" shall mean the plans, specification and other requirements for the Facilities submitted to and approved by District for the construction of works of improvement to be dedicated to District and attached as Exhibit C.

2. Description of Project. Developer will construct works of improvement on the Property, including the Facilities. Upon Acceptance of the Dedication, the Facilities shall be owned, operated and maintained by District for the benefit of the Development.

3. Estimated Cost of Facilities. Developer agrees to construct the Facilities, at its own cost and expense and in a good and workmanlike manner. Developer shall construct the Facilities in accordance with all applicable laws, ordinances, rules and regulations, the Plans and the terms of this Agreement. The total estimated costs of the Facilities as determined by the District are attached as Exhibit D. (Estimated Cost). The Estimated Cost shall be for bonding and insurance purposes only, as described in sections 4 and 5 of this Agreement, and shall not limit Developer's or surety's obligation and promise to completely perform all the covenants, conditions, requirements, obligations and provisions in this Agreement.

4. Bonds. Prior to recordation of this Agreement, Developer shall cause its contractor to file with District corporate surety bonds executed in favor of District by a surety company authorized to transact surety business in the State of California. The surety bonds shall each be in an amount equal to one hundred and twenty five percent (125%) of the Cost Estimate. All sureties shall be recognized by the Federal Government within Treasury Circular 570. The bonds shall be in a form identical to the attached Exhibit E and Exhibit F.

5. Insurance. Prior to the commencement of any Construction, Developer and Developer's contractors, without cost to District, shall obtain all insurance required in this

Section and shall furnish to District the following: (1) a certified copy signed by an authorized representative of each insurance policy (and additional copies as requested by District), including each and every cover page, declaration page, form, schedule, endorsement, and any other item which is a part of the policy; (2) a Certificate of Insurance signed by an authorized representative for each policy containing explicit references to each of the provisions and endorsements required by this Section and; and (3) original endorsements for each policy signed by an authorized representative and including District, its officers, employees, agents and consultants, and any other parties required by this Section, as additional insureds. Any insurance coverage required by this Agreement shall be maintained in effect during Construction and until issuance of a Certificate of Dedication, and any insurance bearing on adequacy of performance shall be maintained in effect for the full guarantee period. Developer shall not permit any contractor or subcontractor to commence or continue Construction unless the contractors and subcontractors are included as additional insureds under Developer's insurance policies or the contractors and subcontractors have the required insurance in effect, and Developer shall maintain satisfactory evidence of such compliance and provide such evidence to District upon request. If any policy is not maintained in effect as required by this Section, in addition to any other remedy District may have, District may obtain such insurance coverage as is not being maintained, the cost of which shall be recovered from Developer prior to the issuance of a Certificate of Dedication. All policies shall be an "occurrences" policy, and any aggregate limit shall be a project-specific limit applicable to work under this Agreement only. All policies and/or endorsements shall: (1) operate as primary insurance as respects the interests of additional insureds, and any other insurance maintained by additional insureds is excess and not contributing insurance; (2) waive any and all transfer rights of recovery (subrogation) against additional insureds for claims and losses arising out of this Agreement; (3) provide that written notice shall be given to District at least thirty (30) days prior to termination, suspension, voiding, cancellation, or reduction of coverage, except that if cancellation is for non-payment of premiums, written notice shall be given to District at least ten (10) days prior to cancellation; (4) provide for cross-liability and/or severability of interests; and (5) subject to all other terms and conditions, apply to the liability assumed by Developer under this Agreement. Companies providing the insurance shall be authorized by the State of California to transact insurance business in the State of California for the types of insurance required by this Agreement and shall have a current A. M. Best's insurance rating of at least A/VII. Nothing contained in these insurance requirements is to be construed as limiting the extent of Developer's responsibility for payment of damages resulting from its operations under this Agreement.

a Commercial General Liability Insurance. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance shall not be less than Two Million Dollars ($2,000,000.00) combined single limit per occurrence coverage applying to bodily and personal injury and property damage, and shall not be less than Two Million Dollars ($2,000,000.00) for fire damage coverage, and shall not be less than One Million Dollars ($1,000,000.00) for medical expense (any one person) coverage. Any deductible or self-insured retentions must be declared to and in

writing by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses. The Commercial General Liability insurance coverage shall also include the following provisions and/or endorsements: Broad Form Property Damage, Personal Injury, Contractual Liability, Protective Liability Completed Operations coverage and Premises; the policy shall not contain any exclusions or restrictions with respect to claims arising out of XCU hazards (explosion, collapse, underground damage).

b Business Automobile Insurance. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, operations or equipment of the insured, or by its employees, agents, consultants, or by anyone directly or indirectly employed by the insured. The amount of insurance shall not be less than Two Million Dollars ($2,000,000.00) combined single limit per accident coverage applying to bodily and personal injury and property damage. Deductibles shall not exceed Ten Thousand dollars ($10,000.00). Coverage shall insure owned and non-owned and hired automobiles. Any deductible in excess of the stated amount must be declared to in writing by the District.

c Umbrella Policy. If Developer's Primary Commercial General Liability and/or Automobile Liability insurance coverage limits requirements are insufficient, Developer may provide additional limits with an excess liability and/or umbrella liability insurance policy. This form of insurance will be acceptable only if the primary and excess liability and/or umbrella liability policies provide the required coverages and include the following provisions and/or endorsements: (1) following form coverage at least as broad as the primary; (2) a Schedule of Underlying Insurance which matches the actual policy numbers and coverage limits in the actual underlying policies; and (3) a total underlying coverage limit plus excess/umbrella limit equal to or greater than the required coverage limit for each type of coverage.

d Builder's "All Risk" Insurance. Developer shall provide Builder's Risk "All-Risk" Completed Value Insurance and/or Inland Marine All Risk Installation Floater Insurance, as may be applicable, in an amount equal to the Estimated Cost. This insurance shall cover, including but not limited to, fire, lightening, wind storms, hail, explosion, riot, riot attending a strike, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, flood, and earthquake. The insurance shall be written in a completed form with losses payable to Developer and District, as their interests may appear. This insurance shall name District and Developer as additional named insureds and loss payees and shall include coverage, but not by way of limitation, for all damage or loss to the work or to any appurtenances, to materials and equipment to be used on the project while the same is in transit, stored on or off the project site, to construction plant and temporary structures. Such insurance may have a deductible clause not to exceed the following limits: (1) coverage for "acts of God", as defined in Public Contract Code section 7105, in excess of five percent (5%) of the Estimated Cost; (2) flood and earthquake deductible not to exceed 5% of the value at risk at the

time of risk; (3) Ten Thousand Dollars ($10,000) for all other perils. The policy or policies of insurance policy shall include the following provisions and/or endorsements: inclusion of completed work and work-in-progress in an amount to less than the Estimated Cost.

e Worker's Compensation Insurance. Insurance to protect Developer, its contractors or Subcontractors from all claims under California Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act (Collectively Acts). Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. Developer shall execute a certificate in compliance with Labor Code Section 1861, on the form attached as Exhibit G. If an injury occurs to any employee of Developer or any of its contractors or subcontractors for which the employee or his dependents, in the event of his death, may be entitled to compensation from District under the provisions of the Acts, or for which compensation is claimed from District, Developer shall reimburse District, an amount sufficient to cover such compensation as fixed by the Acts prior to the issuance of a Certificate of Dedication.

6. **Fees.** Developer agrees to pay all fees and costs, whether incurred by Developer or District, due to or made necessary by the Facilities or any other improvements constructed or initiated by Developer in relation to the Development. The payment of all such fees and costs are intended to compensate District for any and all expenditures incurred or made necessary by the Construction and Dedication of the Facilities or any other improvements constructed in relation to the Development. Developer agrees to pay all required fees associated with connecting the Facilities to existing facilities owned by District, such that the Facilities may become part of District's sewer service system.

7. **Access and Easements.** Prior to commencement of Construction, Developer agrees to provide District, without cost, all necessary rights for purposes of accessing and inspecting the Facilities during Construction. Prior to acceptance of the Facilities by District as described in section 12 of this Agreement, Developer shall also grant to District, without cost, all necessary easements and rights-of-way for purposes of operating, repairing, maintaining, replacing and extending the Facilities. All easements granted to District shall be pursuant to an easement agreement in the form of the attached Exhibit I (Easement Agreement).

8. **Inspections.** During and upon completion of Construction, District shall inspect the Facilities to ensure they have been constructed in a good and workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations, the Plans and the terms of this Agreement. In performing its inspection, District may perform any and all tests deemed necessary by District and as are commonly performed on such improvements. Developer shall immediately correct any deficiencies or deviations from the Plans identified by District.

9. **Liens and Releases.** Prior to District Acceptance of the Facilities, the Facilities, easements and any other property, real or personal, to be dedicated and transferred to District shall be free and clear of any and all liens and encumbrances. Developer shall obtain a written waiver and release of all claims, liens and other rights from all contractors, subcontractors,

suppliers and other individuals or entities providing labor or materials to the development unless waived by the District.

10. **Approval.** Based upon District's inspection of the completed Facilities, District shall determine whether to approve or reject the Facilities. District shall have the right to reject any or all of the work to be performed under this Agreement if such work does not conform with any applicable laws, ordinances, rules and regulations, the Plans, or the terms of this Agreement. If District rejects the completed Facilities, District shall provide Developer with written notice of any deficiencies or deviations and Developer shall correct any and all deficiencies or deviations unless otherwise provided by District. Developer agrees to pay for any and all damage to District's existing system or any other property of District that occurs during or after Construction and agrees to completely repair the same to the satisfaction of District before the release of any bonds or final acceptance of the completed Facilities.

11. **Acceptance.** If District approves the Facilities as constructed, and all other terms and conditions of this Agreement have been satisfied, including but not limited to, the payment of all fees and costs as provided in Section 13 of this Agreement, Developer shall execute the Offer to Dedicate the Facilities to District and District shall accept the Facilities pursuant to the Offer to Dedicate attached as Exhibit H, and incorporated by the reference. Afterwards, District shall commence control and operation of the Facilities.

12. **Payment of Expenses.** Prior to commencement of Construction, District shall estimate all expenses to be incurred by District in conjunction with this Agreement, including but not limited to, administrative expenses, staff time and consultant fees and costs, and Developer shall deposit with District the amount of this estimate. Prior to Acceptance of the Facilities by District, District shall determine all actual expenses incurred by District in conjunction with this Agreement. District shall apply the deposit paid by Developer for such purposes toward these expenses. Prior to Acceptance, Developer agrees to pay District any amounts by which these expenses exceed such deposit. District shall refund to Developer any amounts by which such deposit exceeds these expenses.

13. **Indemnification.** Developer shall indemnify, defend and hold harmless District, its directors, elected officials, officers, agents and employees, from and against all claims, damages, losses, liabilities and expenses, including attorneys' fees and costs which arise out of, relate to or result from the performance of the work described in this Agreement including, but not limited to, the Development and the Facilities, . District shall promptly notify Developer of the existence of any claim, demand or other matter to which Developer's obligations would apply and shall give Developer a reasonable opportunity to defend the same at Developer's expense with counsel of Developer's own selection, provided that District may, at all times, participate in the defense at District's own expense. If Developer, within a reasonable time after written notice, fails to defend, District shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle any claim or other matter on behalf, for the account, and at the risk of Developer.

14. **Representations and Warranties.** Developer warrants and guarantees materials used and workmanship performed on the Facilities for a period of One (1) year after acceptance by District.

15. **Liability for Nonperformance.** Neither District nor any of its elected or appointed officials, employees, agents or volunteers shall be liable to Developer or its contractors or subcontractors for any error or omission arising out of or in connection with any Facilities to be constructed under this Agreement.

16. **Relationship of Contractors.** The parties covenant and mutually agree that Developer and Developer's contractors and subcontractors are not partners, employees, joint venturers or agents of District, and that Developer's and Developer's contractors and subcontractors relations to District, if any, are those of independent contractors.

17. **Supplying Record Drawings.** Upon completion of the Facilities and subsequent to the Acceptance of the Facilities by District, Developer shall promptly supply District, at no cost to District, a set of Record Drawings that comply with the District's Standard Specifications. Final drawings shall be ink plotted on mylar for submittal. Included with Final Drawings, an electronic file shall be submitted by Developer. The electronic file shall be submitted in the latest or current AutoCAD Version format saved on an Adobe Acrobat file on CD media or such other format as requested by District.

18. **General Provisions.**

a Recitals. The recitals stated at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness of those terms and conditions and form a part of this Agreement.

b Other Instruments. The parties shall, whenever and as often as reasonably requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that Developer shall bear the cost and expense of such further instruments or documents.

c Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

d Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the parties intend that this Agreement shall be deemed effective, executed, and delivered for all purposes under this Agreement, and for the calculation

of any statutory time periods based on the date an agreement between parties is effective, executed and/or delivered, as of the date stated on the first page of this Agreement.

e Captions, Headings, Exhibits and Abbreviations. The captions and headings of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement. Words indicated in parenthesis signify an abbreviation for the previous set of words or terms, so that when the abbreviation is used within the Agreement, it shall have the same meaning as a full statement of the words or terms. All exhibits attached to this Agreement are incorporated by this reference as though fully stated in this Agreement.

f Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this Agreement.

g Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns, except as restricted by this Agreement.

h Waiver. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically stated in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested. No waiver shall be binding unless executed in writing by the party making the waiver.

i Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws.

j Notices. All notices, approvals, acceptances, demands and other communications required or permitted under this Agreement, to be effective shall be in writing and shall be delivered in person or by U.S. mails (postage prepaid, certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

To: District	Mark Nation, General Manager/Superintendent Goleta West Sanitary District P.O. Box 4 Goleta, CA 93116-0004
With Copy To:	Gary M. Kvistad Brownstein, Hyatt, Farber & Schreck 21 East Carrillo Street Santa Barbara, CA 93101
To: Developer	_____ _____ _____
With Copy To:	_____ _____ _____

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as provided above.

k Attorneys' Fees. If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

l Authorizations. All individuals executing this and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

m Advice of Attorneys. Each party further acknowledges and represents that in executing this Agreement, they have not relied on any inducements, promises or representations made by any other party or their representatives, except as otherwise stated in this Agreement.

n Consent to Jurisdiction and Forum Selection. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated

exclusively in the State and Federal courts located in the County of Santa Barbara, State of California. The above choice of venue is intended by the parties to be mandatory and not permissive in nature, to preclude the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party waives any right it may have to assert the doctrine of forum non convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Santa Barbara, State of California, shall have a personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party authorizes and accepts service of process sufficient for personam jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as stated in this Agreement, or in the manner stated in Section 19.j of this Agreement for the giving of notice. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

o Assignment. Developer shall not voluntarily or by operation of law assign, give, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Agreement without District's prior written consent. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and shall be null and void absent an express signed written agreement between the parties to the contrary, no assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

p Survival. The representations, warranties, covenants and agreements made in this Agreement shall survive any investigation made by any party and the consummation of the transactions contemplated in this Agreement.

q Entire Agreement and Amendment. This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and at the place first written above.

DISTRICT

GOLETA WEST SANITARY DISTRICT

By: _____
Board President

DEVELOPER

_____
Type Name

By: _____
Name

_____
Title

Attachment C

Goleta West Sanitary District Forms of Performance Security

1. Payment Bond Form
2. Performance Bond Form

Principal:

Bond No.:

Bond Type:

Bond Amount:

Project: [PROJECT NAME]

PAYMENT BOND

This Payment Bond is tendered to the Goleta West Sanitary District, (District) in conjunction with the [PROJECT NAME] and an agreement with _____ for the construction of facilities to be dedicated to the District.

We, the Principal _____ and _____ _____ a Surety Corporation, organized and existing under and by virtues of the laws of the State of _____ and duly authorized to transact business within the State of California as a surety, are held and firmly bound unto the District, for the use and benefit of itself and any and all persons, companies, or corporations who perform work or labor or furnish materials, provisions, or other supplies used in, upon, for or about the performance of the above-described work, or who rent or lease persons or machinery for said work to be done, in the sum of _____ ($_____) in lawful money of the United States of America, to be paid to such persons, companies or corporations, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The Principal entered into an agreement for the above-described project and the Principal is required by the terms of the contract to furnish a bond for materialmen and laborers involved in the Project; and thus, if said Principal, or any subcontractor or contractors, fail to pay for any materials, provisions, provender, or other supplies, or persons or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind or for amounts due under the Unemployment Insurance Act with respect to such work or labor, the Surety will pay the same up to an amount not exceeding the sum specified in this bond and in case suit is brought upon this bond, additional, reasonable attorneys' fees to be fixed by the court. This bond shall inure to the benefit of any and all persons entitled to file claims under California Civil Code Section 3181, so as to give a right of action to such persons or his assigns in any suit brought upon this bond.

As part of the obligations secured hereby and in addition to the face amount specified above, there shall be included, in addition to the aforesaid bond sum, costs and reasonable expenses and fees, including attorneys' and paralegal fees, incurred by the District in successfully enforcing the obligations undertaken herein by the Principal and/or Surety, all to be taxed as costs and included in any judgment rendered thereon.

The Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Project or work to be performed, or the specifications and drawings that accompany same, shall in any way affect its obligations on this bond; and it waives notice of any such change, extension of time, alterations or addition to the terms of the Contract, to the work or Project, or to the drawings and specifications.

Whenever the Principal shall be, and declared by the District to be in default under the above agreement, the Surety shall promptly remedy the default, or shall promptly pay the amount of the bond herein.

IN WITNESS WHEREOF, this Material and Labor Bond is duly executed by the Principal and Surety above-named on _____, 20_____.

PRINCIPAL:	**SURETY**:
_____	_____
NAME OF INDIVIDUAL/ENTITY	NAME OF SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
TYPED NAME AND TITLE	TYPED NAME AND TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
DISTRICT, STATE, ZIP	DISTRICT, STATE, ZIP
_____	_____
TELEPHONE	TELEPHONE

Principal:

Bond No.:

Bond Type:

Bond Amount:

Project: [PROJECT NAME]

PERFORMANCE BOND

This Performance Bond is tendered to the District (herein "District") in conjunction with the [PROJECT NAME] and Agreement with _____ for the construction of facilities to be dedicated to the District.

We, the Principal _____ and _____ _____ a Surety Corporation, organizing existing under and by virtue of the laws of the State of _____, and duly authorized to transact business within the State of California as a surety, are held and firmly bound unto the District in the sum of _____ _____ ($_____) lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bound Principal, his or its heirs, executors, administrators successors or assigns shall abide by, keep and perform the covenants, conditions, requirements, obligations, and provisions of the above described Project and Agreement, any alterations thereof, and any regulations and laws pertaining thereto on his or their part to be kept and performed at the time and in the manner therein specified and if they also indemnify and hold the District, its elected officials, officers, agents, employees and consultants harmless from all liabilities, costs, losses, expenses, damages and attorneys' fees thereon, then this obligation shall become null and void; but otherwise, it shall be and remain in full force and effect.

As a part of the obligations secured by this bond, and in addition to the face amount specified above, there shall be included, in addition to the aforesaid bond sum, costs and reasonable expenses and fees, including but not limited to, attorneys' and paralegal fees, incurred by the District in successfully enforcing the obligations undertaken by the Principal and/or Surety, all be taxed as costs and included in any judgment rendered thereon.

The Surety stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Project or work to be performed, or the specifications and drawings that accompany the same, shall in any way affect its obligations on this bond; and it waives notice of any such change, extension of time, alterations or addition to the terms of the Contract, to the work or Project, or to the drawings and specifications.

Whenever the Principal shall be, and declared by the District to be in default under the above agreement, the Surety shall promptly remedy the default, or shall promptly pay the amount of the bond.

For the satisfactory completion of this Project and the Agreement, the above obligations shall hold good for a period of one (1) year after the completion of the Project and its acceptance by the District, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the work and resulting from or caused by defective materials or faulty workmanship, the above obligations shall remain in full force and effect. The obligation of the Surety under this bond shall continue so long as any obligation of the Principal remains.

For the satisfactory completion of this Project and the Agreement, the above obligations shall hold good for a period of one (1) year after the completion of the Project and its acceptance by the District, during which time if Principal shall fail to make full, complete and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the work and resulting from or caused by defective materials or faulty workmanship, the above obligations shall remain in full force and effect. The obligation of the Surety hereunder shall continue so long as any obligation of the Principal remains.

IN WITNESS WHEREOF, this Performance Bond is duly executed by the Principal and Surety above-named on _____, 20_____.

PRINCIPAL:	**SURETY**:
_____	_____
NAME OF INDIVIDUAL/ENTITY	NAME OF SURETY
_____	_____
SIGNATURE	SIGNATURE
_____	_____
TYPED NAME AND TITLE	TYPED NAME AND TITLE
_____	_____
ADDRESS	ADDRESS
_____	_____
DISTRICT, STATE, ZIP	DISTRICT, STATE, ZIP
_____	_____
TELEPHONE	TELEPHONE

Attachment D

Grant of Easement

RECORDING REQUESTED BY

GOLETA WEST SANITARY DISTRICT

WHEN RECORDED MAIL TO

GOLETA WEST SANITARY DISTRICT
P. O. Box 4
Goleta, CA 93116-0004

THIS SPACE RESERVED FOR RECORDER'S USE ONLY
(Gov. Code § 27361.1)

No documentary transfer tax or fee pursuant to Gov. Code § 6103

PROJECT
PROJECT NO.

GRANT of EASEMENT

This Easement Agreement (Agreement) is made and entered into on this _____ day of_____, 20____, by and between Goleta West Sanitary District (District), and _____ (Developer), at Goleta, California, with reference to the following facts and intentions:

A. Developer is the owner of certain real property located within the boundaries of District, and more particularly described in the attached Exhibit A (Property);

B. District and Developer entered into a Dedication Agreement for Land Development Improvements (Dedication Agreement), in which Developer has agreed to construct certain works of improvement as more particularly described in the attached Exhibit B (Facilities) for dedication to District;

C. District and Developer have agreed that District has the right to inspect the Facilities during construction, and upon completion and dedication of the Facilities. District shall then have the obligation to operate, repair, maintain, replace or extend the Facilities; and

D. District desires to obtain from Developer and Developer desires to grant easements to District for the purposes described in the Dedication Agreement and in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easements.** Developer grants to District the following easements:

a. Temporary Easement. A temporary nonexclusive easement to inspect, investigate, examine and test the Facilities during construction and prior to dedication of the Facilities, including but not limited to, all reasonable rights of access (Temporary Easement). The Temporary Easement shall be located as described in the attached Exhibit C. The Temporary Easement shall terminate upon Developer's completion and dedication of the Facilities to District.

b. Permanent Easement. A permanent nonexclusive easement for all purposes customary and incidental to (1) operating, repairing, maintaining, replacing and extending the Facilities; (2) the right of ingress and egress by pedestrians, trucks, cars and commercial vehicles related to the above activities; and (3) exercising any of the rights and obligations under the Dedication Agreement (collectively Permanent Easement). The Permanent Easement shall be located as described in the attached Exhibit D.

3. **Operations.** District shall conduct its operations on the Temporary Easement or the Permanent Easement in a safe and workmanlike manner and, on completion of any act provided for in this Agreement, promptly restore the area affected by the work to a safe condition. District shall be entitled to keep the Temporary and Permanent Easements free of any and all vegetation which may adversely affect the Facilities or which interferes with District's rights described in this Agreement, and District shall be entitled to re-establish vegetation following construction, maintenance, repair, and similar District activity which District determines necessary and appropriate to protect the Facilities or to replace previously existing vegetation.

4. **Use of Easement.** The Temporary and Permanent Easements shall be nonexclusive easements in gross. Developer, its successors and assigns shall not erect or construct, nor permit to be erected or constructed, any buildings, fences or structures, nor permit any activity which the District determines, in its sole and absolute discretion, is inconsistent with District's use of the Temporary and Permanent Easements. District shall have the right to remove or clear any fences, structures, combustible materials, trees, brush, debris or any other obstruction from the Temporary and Permanent Easements which in the judgment of District may interfere with or endanger District's rights described in this Agreement.

5. **Covenant.** This Agreement and easements granted in this Agreement shall be construed as covenants running with the land pursuant to California Civil Code section 1460, or its successor provision, if any.

6. **General Provisions.**

a. Recitals. The recitals stated at the beginning of this Agreement of any matters or facts shall be conclusive proof of the truthfulness of those terms and conditions and form a part of this Agreement.

b. Other Instruments. The parties shall, whenever and as often as reasonably requested by the other party, execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all documents and instruments as may be necessary, expedient or proper in the reasonable opinion of the requesting party to carry out the intent and purposes of this Agreement, provided that the requesting party shall bear the cost and expense of such further instruments or documents (except that each party shall bear its own attorneys' fees).

c. Construction. The provisions of this Agreement should be liberally construed to effectuate its purposes. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against either party, as each party has had the opportunity to have their counsel review it. Whenever the context and construction so requires, all words used in the singular shall be deemed to be used in the plural, all masculine shall include the feminine and neuter, and vice versa.

d. Date and Delivery of Agreement. Notwithstanding anything to the contrary contained in this Agreement, the parties intend that this Agreement shall be deemed effective, executed, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date an agreement between parties is effective, executed and/or delivered, as of the date stated on the first page of this Agreement.

e. Captions, Headings, Exhibits and Abbreviations. The captions and headings of this Agreement are for convenience only and have no force and effect in the interpretation or construction of this Agreement. Words indicated in parenthesis signify an abbreviation for the previous set of words or terms, so that when the abbreviation is used within the Agreement, it shall have the same meaning as a full statement of the words or terms. All exhibits attached to this Agreement are incorporated by this reference as though fully stated in this Agreement.

f. Severability. If any term, provision, covenant or condition of this Agreement shall be or become illegal, null, void or against public policy, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated thereby. The term, provision, covenant or condition that is so invalidated, voided or held to be unenforceable shall be modified or changed by the parties to the extent possible to carry out the intentions and directives stated in this Agreement.

g. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns, except as restricted by this Agreement.

h. Waiver. No waiver of any provision or consent to any action shall constitute a waiver of any other provision or consent to any other action, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically stated in writing. Any waiver given by a party shall be null and void if the party requesting such waiver has not provided a full and complete disclosure of all material facts relevant to the waiver requested. No waiver shall be binding unless executed in writing by the party making the waiver.

i. Governing Law. The validity and interpretation of this Agreement shall be governed by the laws of the State of California without giving effect to the principles of conflict of laws, with venue for all purposes proper only in the County of Santa Barbara, State of California.

j. Notices. All notices, approvals, acceptances, demands and other communications required or permitted under this Agreement, to be effective shall be in writing and shall be delivered in person or by U.S. mails (postage prepaid, certified, return receipt requested) or by Federal Express or other similar overnight delivery service to the party to whom the notice is directed at the address of such party as follows:

To: District	Mark Nation, General Manager/Superintendent Goleta West Sanitary District P.O. Box 4 Goleta, CA 93116-0004
With Copy To:	Gary M. Kvistad Brownstein, Hyatt, Farber & Schreck 1020 State Street Santa Barbara, CA 93101
To: Developer	Name:_____ Address:_____
With Copy To:	Name: _____ Address:_____

Any written communication given by mail shall be deemed delivered two (2) business days after such mailing date and any written communication given by overnight delivery service shall be deemed delivered one (1) business day after the dispatch date. Either party may change its address by giving the other party written notice of its new address as provided above.

k. Attorneys' Fees. If any legal proceeding (lawsuit, arbitration, etc.), including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover actual attorneys' fees and costs, which may be determined by the court in the same action or in a separate action brought for that purpose. The attorneys' fees award shall be made as to fully reimburse for all attorneys' fees, paralegal fees, costs and expenses actually incurred in good faith, regardless of the size of the judgment, it being the intention of the parties to fully compensate for all attorneys' fees, paralegal fees, costs and expenses paid or incurred in good faith.

l. Authorizations. All individuals executing this and other documents on behalf of the respective parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Agreement, and hold them harmless, from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.

m. Advice of Attorneys. Each party further acknowledges and represents that in executing this Agreement, they have not relied on any inducements, promises or representations made by any other party or their representatives, except as otherwise stated in this Agreement.

n. Consent to Jurisdiction and Forum Selection. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State and Federal courts located in the County of Santa Barbara, State of California. The above choice of venue is intended by the parties to be mandatory and not permissive in nature, to preclude the possibility of litigation between the parties with respect to or arising out of this Agreement in any jurisdiction other than that specified in this paragraph. Each party waives any right it may have to assert the doctrine of forum non convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulates that the State and Federal courts located in the County of Santa Barbara, State of California, shall have a personam jurisdiction and venue over each of them for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this Agreement. Each party authorizes and accepts service of process sufficient for personam jurisdiction in any action against it as contemplated by this paragraph by registered or certified mail, return receipt requested, postage prepaid, to its address for the giving of notices as stated in this Agreement, or in the manner stated in Section 6.j of this Agreement for the giving of notice. Any final judgment rendered against a party in any action or proceeding shall be conclusive as to the subject of such final judgment and may be enforced in other jurisdictions in any manner provided by law.

o. Assignment. Developer shall not voluntarily or by operation of law assign, give, transfer, license, or otherwise transfer all or any part of its rights, duties, or interests in this Agreement without District's prior written consent. Any attempt to make an assignment in violation of this provision shall be a material default under this Agreement and shall be null and void absent an express signed written agreement between the parties to the contrary, no assignment of any of the rights or obligations under this Agreement shall result in a novation or in any other way release the assignor from its obligations under this Agreement.

p. Survival. The representations, warranties, covenants and agreements made in this Agreement shall survive any investigation made by any party and the consummation of the transactions contemplated in this Agreement.

q. Entire Agreement and Amendment. This Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature binding except as stated in this Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, the parties have executed this document as of the date first stated above.

DISTRICT	**DEVELOPER**
GOLETA WEST SANITARY DISTRICT	_____
By: _____ President	By: _____ Signature
	Name: _____
	Title: _____

Attachment E

Goleta West Sanitary District

1. Irrevocable Offer to Dedicate and Certificate of Acceptance
2. Certificate of Acceptance (Sanitary Sewer Easements)
3. Certificate of Acceptance (Sanitary Sewer Facilities)

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: Goleta West Sanitary District Attention: General Manager P.O. Box 4 Goleta, CA 93116-0004	THIS SPACE RESERVED FOR RECORDER ONLY (Gov. Code § 27361.6)

No filing fee required pursuant
to Government Code Section 6103

IRREVOCABLE OFFER TO DEDICATE
AND CERTIFICATE OF ACCEPTANCE

This Irrevocable Offer to Dedicate (Offer) is made by _____ (Developer) on this _____ day of _____, 20___, to the Goleta West Sanitary District (District), at Goleta, California, with reference to the following fact and intentions:

A District and Developer entered into a Dedication Agreement for Land Development Improvements, dated _____, 200__, recorded on _____, 20__, as document number _____, in the official records of the Santa Barbara County Recorders Office (Agreement);

B. Developer completed construction of the Improvements and the Facilities pursuant to the Agreement (the terms "Improvements" and "Facilities" are defined therein), which construction has been approved by the District;

C. Developer desires to dedicate the Facilities to District pursuant to the terms and conditions of this Offer.

NOW, THEREFORE, Developer agrees as follows:

1. **Offer of Dedication**. For valuable consideration, the receipt of which is acknowledged, Developer does irrevocably offer to dedicate the Facilities to District pursuant to the Agreement.

2. **Guaranty.** Developer represents and warrants to District that the Facilities shall be free from all defects in materials and workmanship for a period of one (1) year from the effective date of District acceptance of the facilities.

3. **Liability.** District shall neither incur liability nor assume responsibility with respect to the Facilities until this Offer has been accepted by District. After acceptance of this Offer, the District shall bear all costs and expenses related to the Facilities, except that Developer shall reimburse District the full cost and expense of any repairs or replacements made necessary by defects in materials or workmanship that become evident within one (1) year after the date of acceptance by the District.

4. **Agreement.** The terms and conditions of the Agreement are incorporated by this reference. Developer represents and warrants to District that Developer has completed the Facilities in compliance with the Agreement.

5. **Entire Offer.** This Offer constitutes the entire agreement between the parties with respect to the Offer and may not be modified in any way except, with the prior approval of District, by an instrument in writing, signed by Developer.

6. **General Provisions.**

6.1 Recitals. The recitals stated at the beginning of this Offer of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions of the recitals, if any, shall be deemed a part of this Offer.

6.3 Successors and Assigns. This Offer shall be binding on and shall inure to the benefit of the parties and their respective heirs, successors and assigns. Nothing in this Offer, express or implied, is intended to confer on any person other than the parties or their respective heirs, successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Offer.

6.4 Counterparts. This Offer may be executed in any number of counter-parts, each of which shall be deemed to be an original, but all of which shall constitute one and the same

6.5 Authority. The individuals executing this Offer represent and warrant that they have the authority to enter into this Offer and to perform all acts required by this Offer, and that the consent, approval or execution of or by any third party is not required to legally bind either party to the terms and conditions of this Offer.

6.6 Entire Agreement. This Offer contains the entire understanding and agreement of the parties, and supersedes all prior agreements and understandings, oral and written, between the parties that have not been explicitly incorporated into this Offer. There have been no binding promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature, except as stated in this Offer. This Offer may be altered, amended or modified only by an instrument in writing, executed by the parties to this Offer and by no other means. Each party waives its future right to claim, contest or assert that this Offer was modified, canceled, superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

IN WITNESS WHEREOF, Developer has executed this Irrevocable Offer to Dedicate on the day and year and at the place first written above.

DEVELOPER

_____
Type or Print Name

By: _____
Signature, title

CERTIFICATE OF ACCEPTANCE

This Certificate of Acceptance certifies that the interest conveyed by the above Irrevocable Offer to Dedicate, is accepted by the undersigned officer or agent on behalf of District pursuant to authority conferred by action adopted by the District's Board of Directors on_ _____, 2014 and District consents to the recording of this Certificate of Acceptance by its duly authorized officer or agent.

GOLETA WEST SANITARY DISTRICT

Dated: _____, 20__ _____

_____, Board President

ATTACH COMPLETED NOTARIAL ACKNOWLEDGEMENT HERE

Exhibit 2 - Attachment C

APCD – Conditions Letter

Dated November 20, 2020

This page intentionally left blank.

November 20, 2020

Bret McNulty
City of Goleta
Planning and Environmental Review
130 Cremona Drive, Suite B
Goleta, CA 93117

Re: Santa Barbara County Air Pollution Control District Suggested Conditions on Goleta Ellwood Station Storage Project, 20-0003-CUP

Dear Bret McNulty:

The Santa Barbara County Air Pollution Control District (District) has reviewed the reference project, which consists of the construction of driveways and the reuse of onsite concrete slabs and one room bathroom building to support use of an outdoor storage space for recreational vehicles, boats, construction equipment, and materials. Additional permeable drive surfaces, security fencing, landscaping, entrance gate, and a short stem wall will be added. No new permanent structures are proposed, and the project does not include any full-time employees. Grading is estimated at 1,000 cubic yards of cut and 1,600 cubic yards of fill. The subject property, a 4.87-acre parcel zoned Commercial and identified in the Assessor Parcel Map Book as APN 079-210-066, is located at 35 Ellwood Station Road in the City of Goleta.

Air Pollution Control District staff offers the following suggested conditions:

1. Standard dust mitigations (**Attachment A**) are recommended for all construction and/or grading activities. The name and telephone number of an on-site contact person must be provided to the District prior to grading/building permit issuance.

2. District Rule 345, *Control of Fugitive Dust from Construction and Demolition Activities* establishes limits on the generation of visible fugitive dust emissions at demolition and construction sites. The rule includes measures for minimizing fugitive dust from on-site activities and from trucks moving on- and off-site. Please see www.ourair.org/wp-content/uploads/rule345.pdf.

3. The State of California considers particulate matter emitted by diesel engines carcinogenic. Therefore, during project grading, construction, and hauling, construction contracts must specify that contractors shall adhere to the requirements listed in **Attachment B** to reduce emissions of particulate matter (as well as of ozone precursors) from diesel equipment. Recommended measures should be implemented to the maximum extent feasible.

4. All portable diesel-fired construction engines rated at 50 bhp or greater must have either statewide Portable Equipment Registration Program (PERP) certificates or District permits prior

to grading/building permit issuance. Construction engines with PERP certificates are exempt from District permit, provided they will be on-site for less than 12 months.

5. Asphalt paving activities shall comply with District Rule 329, Cutback and Emulsified Asphalt Paving Materials.

If you or the project applicant have any questions regarding these comments, please feel free to contact me at (805) 961-8873 or via email at HoD@sbcapcd.org.

Sincerely,

Desmond Ho

Desmond Ho
Air Quality Specialist
Planning Division

Attachments: Fugitive Dust Control Measures
Diesel Particulate and NO_x Emission Measures

cc: Planning Chron File

air pollution control district
SANTA BARBARA COUNTY

ATTACHMENT A
FUGITIVE DUST CONTROL MEASURES

These measures are required for all projects involving earthmoving activities regardless of the project size or duration. Projects are expected to manage fugitive dust emissions such that emissions do not exceed APCD's visible emissions limit (APCD Rule 302), create a public nuisance (APCD Rule 303), and are in compliance with the APCD's requirements and standards for visible dust (APCD Rule 345).

- During construction, use water trucks or sprinkler systems to keep all areas of vehicle movement damp enough to prevent dust from leaving the site and from exceeding the APCD's limit of 20% opacity for greater than 3 minutes in any 60 minute period. At a minimum, this should include wetting down such areas in the late morning and after work is completed for the day. Increased watering frequency should be required when sustained wind speed exceeds 15 mph. Reclaimed water should be used whenever possible. However, reclaimed water should not be used in or around crops for human consumption.
- Onsite vehicle speeds shall be no greater than 15 miles per hour when traveling on unpaved surfaces.
- Install and operate a track-out prevention device where vehicles enter and exit unpaved roads onto paved streets. The track-out prevention device can include any device or combination of devices that are effective at preventing track out of dirt such as gravel pads, pipe-grid track-out control devices, rumble strips, or wheel-washing systems.
- If importation, exportation, and stockpiling of fill material is involved, soil stockpiled for more than one day shall be covered, kept moist, or treated with soil binders to prevent dust generation. Trucks transporting fill material to and from the site shall be tarped from the point of origin.
- Minimize the amount of disturbed area. After clearing, grading, earthmoving, or excavation is completed, treat the disturbed area by watering, OR using roll-compaction, OR revegetating, OR by spreading soil binders until the area is paved or otherwise developed so that dust generation will not occur. All roadways, driveways, sidewalks etc. to be paved should be completed as soon as possible.
- Schedule clearing, grading, earthmoving, and excavation activities during periods of low wind speed to the extent feasible. During periods of high winds (>25 mph) clearing, grading, earthmoving, and excavation operations shall be minimized to prevent fugitive dust created by onsite operations from becoming a nuisance or hazard.
- The contractor or builder shall designate a person or persons to monitor and document the dust control program requirements to ensure any fugitive dust emissions do not result in a nuisance and to enhance the implementation of the mitigation measures as necessary to prevent transport of dust offsite. Their duties shall include holiday and weekend periods when work may not be in progress. The name and telephone number of such persons shall be provided to the Air Pollution Control District prior to grading/building permit issuance and/or map clearance.

PLAN REQUIREMENTS: All requirements shall be shown on grading and building plans and/or as a separate information sheet listing the conditions of approval to be recorded with the map. **Timing**: Requirements shall be shown on plans prior to grading/building permit issuance and/or recorded with the map during map recordation. Conditions shall be adhered to throughout all grading and construction periods.

MONITORING: The Lead Agency shall ensure measures are on project plans and/or recorded with maps. The Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

air pollution control district
SANTA BARBARA COUNTY

ATTACHMENT B
DIESEL PARTICULATE AND NO_x EMISSION REDUCTION MEASURES

Particulate emissions from diesel exhaust are classified as carcinogenic by the state of California. The following is a list of regulatory requirements and control strategies that should be implemented to the maximum extent feasible.

The following measures are required by state law:

- All portable diesel-powered construction equipment greater than 50 brake horsepower (bhp) shall be registered with the state's portable equipment registration program OR shall obtain an APCD permit.
- Fleet owners of diesel-powered mobile construction equipment greater than 25 hp are subject to the California Air Resource Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation (Title 13, California Code of Regulations (CCR), §2449), the purpose of which is to reduce oxides of nitrogen (NOx), diesel particulate matter (DPM), and other criteria pollutant emissions from in-use off-road diesel-fueled vehicles. Off-road heavy-duty trucks shall comply with the State Off-Road Regulation. For more information, see www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.
- Fleet owners of diesel-fueled heavy-duty trucks and buses are subject to CARB's On-Road Heavy-Duty Diesel Vehicles (In-Use) Regulation (Title 13, CCR, §2025), the purpose of which is to reduce DPM, NOx and other criteria pollutants from in-use (on-road) diesel-fueled vehicles. For more information, see www.arb.ca.gov/msprog/onrdiesel/onrdiesel.htm.
- All commercial off-road and on-road diesel vehicles are subject, respectively, to Title 13, CCR, §2449(d)(3) and §2485, limiting engine idling time. Off-road vehicles subject to the State Off-Road Regulation are limited to idling no more than five minutes. Idling of heavy-duty diesel trucks during loading and unloading shall be limited to five minutes, unless the truck engine meets the optional low-NOx idling emission standard, the truck is labeled with a clean-idle sticker, and it is not operating within 100 feet of a restricted area.

The following measures are recommended:

- Diesel equipment meeting the CARB Tier 3 or higher emission standards for off-road heavy-duty diesel engines should be used to the maximum extent feasible.
- On-road heavy-duty equipment with model year 2010 engines or newer should be used to the maximum extent feasible.
- Diesel powered equipment should be replaced by electric equipment whenever feasible. Electric auxiliary power units should be used to the maximum extent feasible.
- Equipment/vehicles using alternative fuels, such as compressed natural gas (CNG), liquefied natural gas (LNG), propane or biodiesel, should be used on-site where feasible.
- Catalytic converters shall be installed on gasoline-powered equipment, if feasible.
- All construction equipment shall be maintained in tune per the manufacturer's specifications.
- The engine size of construction equipment shall be the minimum practical size.
- The number of construction equipment operating simultaneously shall be minimized through efficient management practices to ensure that the smallest practical number is operating at any one time.
- Construction worker trips should be minimized by requiring carpooling and by providing for lunch onsite.
- Construction truck trips should be scheduled during non-peak hours to reduce peak hour emissions whenever feasible.
- Proposed truck routes should minimize to the extent feasible impacts to residential communities and sensitive receptors.
- Construction staging areas should be located away from sensitive receptors such that exhaust and other construction emissions do not enter the fresh air intakes to buildings, air conditioners, and windows.

PLAN REQUIREMENTS AND TIMING: Prior to grading/building permit issuance and/or map recordation, all requirements shall be shown as conditions of approval on grading/building plans, and/or on a separate sheet to be recorded with the map. Conditions shall be adhered to throughout all grading and construction periods. The contractor shall retain the Certificate of Compliance for CARB's In-Use Regulation for Off-Road Diesel Vehicles onsite and have it available for inspection.

MONITORING: The Lead Agency shall ensure measures are on project plans and/or recorded with maps. The Lead Agency staff shall ensure compliance onsite. APCD inspectors will respond to nuisance complaints.

Attachment 1, Exhibit 3

Final General Plan Consistency

This page intentionally left blank.

GENERAL PLAN/COASTAL LAND USE PLAN
CONSISTENCY ANALYSIS FOR
RECREATIONAL VEHICLE (RV), BOAT, AND CONTRACTOR STORAGE YARD CUP
35 S. ELLWOOD STATION ROAD

The Project is consistent with the Goleta General Plan/Coastal Land Use Plan (GP/CLUP) as follows:

Land Use Element

Land Use Element Figure 2-1 designates the Project site as General Commercial (C-G) The proposed Recreational Vehicle, Boat, and Contractor Storage Yard (Storage Yard) is a type of "Outdoor Storage" use which is an allowable use within the General Commercial (C-G) Land Use category. The Project reuses an existing approximately 5-acre site that was formerly a concrete batch plant. The site was covered with concrete during its use as a batch plant which lends itself to be used in the proposed manner.

Land Use Policy 3.7 describes the purpose of this land use category as follows:

> The purpose of this category is to provide appropriate sites to accommodate a diverse set of commercial uses that do not need highly visible locations, such as wholesale trade and service commercial, or that may involve activities that reduce compatibility with other uses. Appropriate sites are in locations that may have limited suitability for other more retail-oriented uses. General commercial uses may serve as buffer between industrial activities or major transportation corridors and residential areas. The following criteria and standards apply to lands within this designation:
>
> a. The permitted uses in this classification have similar characteristics to some industrial uses, and mixed-use developments that include residential uses, except for assisted living residential uses, are not allowed.
> b. While General Commercial uses do not usually generate high volumes of traffic, sites within this designation should be accessible from major arterials in order to minimize the need for traffic to pass through residential areas on local streets.
> c. Uses that require access by heavy vehicles shall be permitted in locations where the street can support heavy vehicle traffic and such uses would be compatible with adjacent uses.

d. Heavy commercial uses that may cause noise, air emissions, hazardous materials, or excessive light and glare shall require approval of a conditional use permit.

The proposed Outdoor Storage use does not need a highly visible site and is not located on a highly visible location. While the site is near Hollister Avenue, it is not directly adjacent to Hollister Avenue. Further the site has limited suitability for other more retail oriented uses and had been used as a concrete batch plant for approximately 60 years. The site's location and reuse can serve as a buffer between US 101 and the Union Pacific Railroad Right of Way located to the north of the site and the business park/residential uses located to the south of the site. In addition, the proposed Outdoor Storage use generates minimal Average Daily Trips (53) and most of the trips occur at off peak times (weekends). The October 21, 2020, traffic study prepared by ATE, and reviewed by the City's Public Work's staff indicates that the anticipated traffic volume is well within the design capacity of Ellwood Station Road given the limited trips generated by the existing uses. The Outdoor Storage Project is subject to the approval of a Conditional Use Permit based on findings of fact to ensure that the operational characteristics of the business meets the city's performance standards (lighting, noise, hours of operations, etc.) and appropriate conditions of approval are imposed. The proposed Outdoor Storage use and related site improvements are consistent with the development standards and uses outlined in Table 2-2 and in Land Use Element Policy 3.7.

LU Policies1.5, 1.8, and 1.9. The Outdoor Storage use is compatible in scale and design with the adjacent business park development. The proposed Outdoor Storage facility will provide a significant landscape buffer between the facility and the street frontage along Ellwood Station Road (approximately 50' in depth). In addition, the site will be enclosed with an 8' high wall and landscape bioswale will provide a 20' buffer between the southern property line and the nearest storage space. The uses directly adjacent to the site along the south property line are business park/office/utilities switching facilities. The closest residential uses are approximately 75' to the southeast (Wayside Mobile Home Park) and approximately 250' feet to the south (condominiums located at the northwest corner of Ellwood Station Road and Hollister Avenue) of the site respectively.

LU Policy 1.6. The need for more Outdoor Storage facility for RV, Boats, and contractors, was extensively shared antidotally during the development of Title 17 zoning provisions. At several hearings, during the public process there were hundred of Goleta residents who spoke about the need for additional facilities within the city at Workshop #8 (http://www.goletazoning.com/meetings---workshops.html). The provision of this additional Outdoor Storage Uses would fulfill a need expressed by the community. In addition, the applicant has shared that they own another RV/Boat

storage facility in the area that is fully occupied with the average tenancy of more than 2 years and that there are more than 20 customers on the current wait list.

LU Policy 1.13. The facility will be unstaffed, and traffic will be limited to people periodically accessing their RVs and Boats and/or the eight contractors who have outdoor and uncovered storage spaces on the site. Lighting will be minimal, shielded, and oriented downward. The Project site will continue to take access via Ellwood Station Road and the road easement granted to the site from Union Pacific Railroad. In addition, the Project site is currently served by public services including the Santa Barbara County Fire and Sheriff Departments, Goleta Water District, and Southern California Edison. The existing septic system will be abandoned in place and the Project will extend the sewer line in Ellwood Station Road to the southern boundary of the site and then provide a lateral connection to the restroom building.

For these reasons, the Project is consistent with the Land Use Element development standards addressing aesthetics, lighting, and adequate infrastructure and services as provided for Land Use Policies LU 1.5, 1.6, LU 1.8, LU 1.9, LU 1.13, and LU 3.7.

Open Space Element

Given the scope and nature of the proposed use, the Project would not create a demand for, nor increase the use of, existing park/recreational facilities or open spaces within the community. As such, the Project would not result in any significant effects on recreational facilities or create any substantial new demand for public amenities. The site is not located near any existing Open Space or Park nor will the placement of the use on this site result in new demand for park/recreational facilities of open spaces within the community. Given the site's location not near the beach or creeks, the nature of the use, the existing site condition, and no new ground disturbance, the park policies within Open Space Element are not applicable to the project.

Further, the applicant has provided an Archaeological Report which was peer reviewed and found to be adequate. Further, Archaeological Monitors will be required to be present on site during the work associated with the abandonment of the septic system and the construction of the sewer line/lateral. These actions are in keeping with Open Space Policy OS 8, Protection of Native American and Paleontological Resources.

For these reasons, the Project is consistent with Open Space Element policies noted above.

Conservation Element

As the majority of the site is fully covered with impervious surfaces, and no new buildings are proposed to be constructed on the site, the use of the site will not have an impact on-site natural resources as none exist. Further, the site is not within 100' of ESHA (the closest ESHA habitat -Monarch Butterfly Roost- is approximately 150' away on the former Log Me In site). There are no other designated ESHA (wetlands, streams, oak woodlands, raptor roosts, grasslands etc.) near the site (Conservation Element Policies CE 1-CE 9). There is minimal new construction proposed (conversion of the existing restroom/storage building into a restroom building and the striping of the site for the storage space). The site would reuse the existing hardscape to accommodate a use that has antidotally been shared during the Title 17 public hearing as needed. There are many other Conservation Element policies that this Project will support as follows:

Policies CE 10.1- 10.3, 10.6, and 10.8-10.9 Watershed Management and Water Quality. The Project proposes to install an extensive bioswale (approximately 20' wide X 1,210 long) along the southern boundary of the site for the purpose of capturing onsite water and filtering it before the water is discharged from the site. This is an improvement from the current condition where there are no storm water facilities as the site was developed over 60 years ago.

CE 15.3 Water Conservation: The Outdoor Storage facility proposes to reuse the existing structure on site for an ADA compliant restroom facility. Further, the proposed landscaping is generally of drought tolerant plant types and the Project will be subject to comply with Water Efficient Landscaping requirements.

For these reasons, the Project is consistent with the Conservation Element Policies as discussed above.

Safety Element

The Project is consistent with the Safety Element with implementation of the required Conditions of Approval. The topography of the site and surrounding developed parcels is gently sloped and the site is not mapped in an area of moderate or high landslide potential. The Project is consistent with a number of General Plan policies as follows:

Safety Element Policies SE 1.3 and 4 Seismic and Seismically Induced Hazards: The Project site is not within an earthquake fault zone, fire, flood, or tsunami hazard as shown on Figure 5-1 (geologic hazards) and Figure 5-2 (Fire, Flood and Tsunami

hazards). The January 25, 2020, soils study prepared by Heathcote Geotechnical did not identify any hazards associated with the use of the property.

Safety Element Policy SE 6.2 Areas subject to Local Urban Flooding: The Project site is not within a Flood Hazard Area and the limited amount of construction is limited to the conversion of the existing restroom and storage building into a larger ADA complaint restroom. The Project does not create any new flood hazards nor exacerbate drainage problems. The proposed uses are not overly intensive.

SE 7.2 Review of New Development: The Santa Barbara County Fire Department (SBCFD) has reviewed the proposed application and found the use acceptable subject to SBCFD standard conditions of approval, which have been included.

SE 9: Airport-Related Hazards: The site is located in far western edge of the Airport Approach Zone of Santa Barbara Municipal Airport. The proposed uses are compatible with the Santa Barbara Airport Land Use Plan (ALUP) (Santa Barbara County 1993) subject to the restriction of no more than 25 people per acre at a time. This would be approximately, 100 people maximum at any one time. Given the estimated daily trips of 53 trips per day spread over an 11-hour operational time period, this standard can be meet.

SE 10: Hazardous Materials and Facilities: The Project site is not listed on the EnviroStor online database of hazardous site records maintained by the California Department of Toxic Substances Control TSC in coordination with the California State Water Resources Control Board consistent with Government Code § 65962.5 (the "Cortese list").

For these reasons, the Project is consistent with the Safety Element Policies as discussed above.

Visual and Historic Resources Element

The Outdoor Storage Project will not impact visual, historic resources, or archaeological resources as identified in the General Plan, given the reuse of the existing site and facilities, the low scale nature of the existing building to be repurposed, and the lack of historic resources and archaeological resources present.

The Project is consistent with policies VH 1.1 (Scenic Resources), VH 1.2 (Scenic Resources Map), VH 2,3 (Development Along Scenic Corridors) and VH4.5 (Retail Commercial Areas) and would not interfere with existing public or private views of the Santa Ynez Mountains or be readily visible from scenic viewpoints. No changes visible to the public right of way are proposed other than the addition of landscaping and street improvements along the public portion of Ellwood Station Road which will be visual enhancements.

For these reasons, the Project is consistent with the Visual and Historic Resources Policies as discussed above.

Transportation Element

This Project is consistent with the Transportation Element. The applicant submitted a traffic and circulation analysis dated April 21, 2020, prepared by Associated Transportation Engineers that evaluated roadway and intersection operation, as well as site access. Current intersection operations in the Project vicinity all operate with a LOS A-B in the AM and PM peak hours, with the exception of the Storke Road/U.S. 101 NB ramps, which have a LOS C in the AM peak hour. Similarly, existing roadway links have ADT volumes well below capacity and operate acceptably.

The Traffic Study analyzed a Project of 255 RV/Boat spaces and 13 contractor spaces which is less than the currently proposed Project. The 255 space RV/Boat Project was expected to generate a total of 53 Average Daily Trips (ADT) and 8 AM and 3 PM Peak Hour Trips (PHT). While the traffic analysis was prepared for a more intensive use of the site, since the Project has reduced the number of RV/Boat storage spaces, the analysis provides the worst-case scenario which will not occur.

These trips would be generated based on the use of the site by Contractors and renters accessing their Boats and RV's each day. It should also be noted that no credit was assumed in analysis for the prior Vulcan concrete batch plant use that ceased to operate at least five years ago at this site. Thus, the Outdoor Storage Use operations were examined as net new uses to the site. When added to the existing roadway network, the amount of Project-related traffic would not exceed any threshold nor adversely affect any street or intersection operationally. The low traffic generation associated with the Project also allowed the case to be screened out for Vehicle Miles Traveled analysis, which is applicable to environmental review under CEQA.

The proposed Project is consistent with the applicable guiding principles and goals of Chapter 7, the Transportation Element of the City's General Plan, namely:

1. Plan and Provide transportation facilities and services in a manner that reinforces, rather than detracts from, the character of the community and its quality of life.

2. Ensure that transportation improvements are provided on a timely basis to support new development without reducing the LOS to unacceptable levels.

5. Creates a convenient, safe, and well-maintained street network.

6. Create and maintain a balanced and diversified transportation system with choice

of modes, including expanded bus transit, rail, bicycle, and pedestrian facilities, to manage congestion and improve mobility.

9. Guide future transportation investments in a manner that will increase safety, improve traffic flows, and reduce congestion on local roadways.

The Project also supports multiple Transportation Element Policies, namely: TE 1.6 (Development Review); TE 3 (Streets and Highways Plan and Standards); TE 4 (Target Level of Service Standards) TE 5.5 (Other Improvements), TE 6.1(Overall Factors to Guide Development of Street Standards), TE 6.3 (Drainage), TE 9.2 (Adequacy of Parking Supply), TE 13.3. (Maintenance of LOS Standards), and TE 14.1 (Traffic Impact Fees).

The proposed use will not generate significant pedestrian traffic to the site or local community and does not propose significant new onsite construction. As a condition of approval, the applicant will install sidewalk along the Ellwood Station Road frontage within the public right of way (TE 10.4). Further, the April 21, 2020, traffic study prepared by ATE is incorporated by reference in this analysis. The study does not show any significant impacts on LOS for roadways or intersections. Lastly, the proposed Project is not in conflict with TE Figure 7-3, (Transportation Improvement Map), Figure 7-4 (Public Transportation System), or Figure 7-6 (Bikeways Plan Map).

For these reasons, the Project is consistent with the Transportation Policies as discussed above.

Public Facilities Element

The Project is consistent with the Public Facilities Element particularly the Public Facilities Policies PF 3.1 (Fire Protection Standards), PF 4.1 (Water and Sewer Facilities), PF 4.2 (Sewer Facilities and Services), PF 5.1 (Collaboration with School District), PF 6.1 (Referral of Development Application), PF 9.1 (integration of Land Use and Public Facilities Planning), PF 9.2 (Phasing of New Development), PF 9.3 (Responsibilities of Developers), and PF 9.7 (Essential Services for New Development).

The use of the site for Outdoor Storage will not result in any significant new demands on public facilities or services. Coordination with agencies providing public services has been performed throughout the review of this project. The Project will comply with fire safety design standards identified in the California Fire Code, as adopted by the Goleta Municipal Code, and Fire Department development standards. The Project would not result in any significant new demands on police or fire protection services. The site already obtains water from the GWD and will be provided sewer service from Goleta West Sanitary District. The Goleta Water District and the Goleta Sanitary District are capable of providing water supplies and sanitation services via the existing water and

proposed sanitation connections. Given the non-residential nature of the project, there would be no impacts on schools, parks, or other public facilities.

For these reasons, the Project is consistent with the Public Facilities Policies as discussed above.

Noise Element

The proposed Project uses are consistent with the guiding principles and goals of Chapter 9, Noise Element of the City's General Plan. The Project will not generate excess noise, given the nature of the project, and will not be incompatible with the adjacent uses, in particular the residential uses near the site given the proposed hours of operation (7 am – 6 pm). Noise Element Policy NE 1.1 sets noise and land use compatibility criteria and NE 6.4 restricts construction hours. The Project is consistent with land use compatibility standards identified in Noise Element Policy NE 1.1 and the Conditions of Approval would restrict construction noise consistent with NE 6.4.

For these reasons, the Project is consistent with the Noise Policies as discussed above.

Housing Element

The Project would does not create any additional commercial square footage that would lead to employment. The Project is proposed to be unstaffed with users of the site accessing it via a card key system. The site would just be a place for RV, Boat, and Contractor storage and as such would not substantially induce unplanned population growth, nor would it result in any significant effects on housing or create any substantial new demand for housing. In addition, the Project would not remove existing housing units, displace people, nor necessitate the construction of replacement housing. As such, no measurable impact due to population growth and housing demand in the area would occur and no mitigation of employee housing impacts is required per Housing Element Policy 2.2, as outlined below:

HE. 2.2.b. Linkage of Housing and Jobs. New nonresidential development or expansions must contribute to affordable housing efforts. The Outdoor Storage Facility will re-use the existing site and buildings and the no employees will be present. No additional square footage is proposed with this project. As such, the Project is not considered "new nonresidential development and proposed expansion" as outlined in Policy HE2.2. b, but a new occupancy of the site. Lastly, the Project will be required to pay Housing in Lieu fees for the restroom building.

For these reasons, the Project is consistent with the Housing Element Policies as discussed above.

This page intentionally left blank.

Attachment 1, Exhibit 4

Final Zoning Consistency

This page intentionally left blank.

Zoning Consistency
35 Ellwood Station Road

ZONING STANDARD	*REQUIRED*	*PROPOSED*	*CONSISTENT (Yes/No)*
Maximum Density	20 units/acre	N/A (No units proposed)	N/A
Front Setback	10' minimum	50' to the wall	Yes
Side Setback	0' minimum	14' from the North Property Line to Storage Spaces 20' from the South Property Line to Storage Spaces	Yes
Rear Setback	10% of lot depth with maximum of 10'	75.20' to the bulb of the turnaround area	Yes
Common Open Space	N/A	N/A	Yes
Limitation of Curb Cuts	N/A	N/A	Yes
Parking	As Determined by the Review Authority (17.38.040)	3 (1 Handicap and 2 standard Spaces)	To Be Determined by the Planning Commission
Maximum Building Height	35' maximum	Approximately 10.5' tall	Yes

This page intentionally left blank.

Attachment 2

DRB Minutes 8/24/21 (See Item C.1)

DRB Minutes 5/10/22 (See Item C.1)

This page intentionally left blank.

MINUTES – APPROVED

DESIGN REVIEW BOARD MEETING
Tuesday, August 24, 2021

3:00 P.M.
City Hall – Council Chambers
130 Cremona Drive, Suite B,
Goleta, California

Members of the Design Review Board

Scott Branch (Architect), Chair
Craig Shallanberger (Architect), Vice Chair
Karis Clinton (Landscape Professional)
Martha Degasis (Landscape Professional)
Jonathan Eymann(At-Large Member)
Gregg Hart (At-Large Member)
Dennis Whelan (Alternate)

Mary Chang, Secretary
Linda Gregory, Recording Clerk

This Virtual Meeting is held pursuant to the Governor's Executive Orders N-29-20 issued by Governor Gavin Newsom on March 17, 2020, and N-08-21 issued by Governor Gavin Newsom on June 11, 2021

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by Chair Branch at 3:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL OF DESIGN REVIEW BOARD

Board Members present:	Chair Branch, Vice Chair Shallanberger, Member Clinton, Member Degasis, Member *Eymann, Member Hart, Member Whelan
Board Members absent:	None. *Member Eymann exited the meeting at 5:30 p.m.

Staff Present: Mary Chang, Supervising Senior Planner; Darryl Mimick, Associate Planner; Andy Newkirk, Senior Planner; Bret McNulty, Contract Planner; and Linda Gregory, Recording Clerk.

PUBLIC FORUM
None.

A. ADMINISTRATIVE AGENDA

A.1 Review and Approve Design Review Board Minutes for August 10, 2021

Review and Approve Design Review Board Minutes for August 10, 2021

MOTION: Vice Chair Shallanberger moved, seconded by Member Eymann, to approve the Design Review Board Minutes for August 10, 2021, as submitted.

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Vice Chair Shallanberger, Member Degasis, Member Eymann, Member Hart, Member Whelan. Noes: None. Absent: Member Clinton

A.2 REVIEW OF AGENDA

Mary Chang, Supervising Senior Planner, reported staff recommends Item D.1, Objective Design Standards for Multiple Unit and Mixed-Use Housing, be moved to the front of today's agenda.

There being no objections, Chair Branch moved Item D.1 to the front of the agenda.

D. DISCUSSION ITEM

D.1 Objective Design Standards for Multiple-Unit and Mixed-Use Housing Projects

Objective Design Standards - Staff Report

Att A - Staff Presentation

Staff Speakers:
Andy Newkirk, Senior Planner

Mary Chang, Supervising Senior Planner, stated that this is a study session and no action will be taken.

The staff report was presented by Andy Newkirk, Senior Planner, and Jami Williams and Scott Martin, consultants, with RRM Design Group, including a PowerPoint presentation entitled, “Objective Design Standards, DRB Study Session, August 24, 2021”.

Staff responded to questions from the Design Review Board Members.

Public Speakers:

Cecilia Brown stated she submitted a letter with comments on the objective design standards. Ms. Brown commented that she hopes there will be photos to indicate building styles and that the design standards are written very clear for staff. She also commented she believes trees are important, critical, and help with the heat island effect.

Fermina Murray stated that she has submitted her comments on the objective design standards. Ms. Murray requested that staff and the consultants provide examples of objective design standards, including photos and graphics, that have been written for other jurisdictions.

Jay Higgins, Planning Commissioner, City of Santa Barbara, commented that hopefully this will encourage housing which is needed in the region.

The Design Review Board Members provided input that is recorded in the video of the meeting.

Vice Chair Shallanberger expressed several concerns regarding objective design standards and removing the human element out of the design process. He commented that the discussion needs to work on objective standards that create the same net effect that is essentially still subjective.

Member Degasis commented that the discussion may lead to precision in writing standards that would greatly limit the implementation of bad architecture, if at all possible.

Member Hart commented he understands the reason for the discussion is a prior State mandate about the provision of housing that is imposed on every community. He thanked Vice Chair Shallanberger for his comments.

Chair Branch commented that he believes it would be wise to continue this item as the responses require some thought and there would be more time for the discussion at the next meeting.

Member Clinton commented that perhaps written comments from the Design Review Board would be useful for the discussion. Member Clinton suggested having standards that can be applied, with the Design Review Board making the final decision whether the design standards have been accomplished.

There being no objections, Chair Branch stated that the Discussion Item on the Objective Design Standards for Multiple-Unit and Mixed-Use Housing Projects is continued to the next Design Review Board meeting on September 7, 2021.

B. CONCEPTUAL/PRELIMINARY/FINAL REVIEW

B.1 475 Pine Avenue (APN 071-130-049) Kyocera Wall Sign Case No. 21-0029-ZC

Case No. 21-0029-ZC - Staff Report

Att A - DRB Findings

Att B - Sign Plans

Att C - CEQA NOE

Site visits and ex-parte conversations: Site visits reported by Chair Branch (virtual), Vice Chair Shallanberger (virtual), Member Clinton (virtual), Member Degasis (virtual), Member Eymann (virtual), Member Hart (virtual), and Member Whelan (virtual). Member Whelan reported that he knows the area. No ex-parte conversations reported.

Staff Speaker:
Darryl Mimick, Associate Planner

The plans were presented by agent Mark Miller of Resource 4 Signs, on behalf of Goleta Business Park, LLC, property owners.

No public speakers.

MOTION: Member Whelan moved, seconded by Member Hart, to grant Conceptual/Preliminary/Final approval of Item B.1, Kyocera Wall Sign, 475 Pine Avenue (APN 071-130-049), Case No. 21-0029-ZC, as submitted; and determine that Case No. 21-0029-ZC is in conformance with the DRB Findings for Signage, Kyocera Wall Signage, Case No. 21-0029-ZC.

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Vice Chair Shallanberger, Member Clinton, Member Degasis, Member Eymann, Member Hart, Member Whelan. Noes: None. Absent: None.

B.2 7354 Greensboro (APN 073-260-001)
Estrada Residential Front Patio
Case No. 21-0024-ZC

Case No. 21-0024-ZC - Staff Report

Att A - DRB Findings

Att B - Project Plans

Att C - CEQA NOE

Site visits and ex-parte conversations: Site visits reported by Vice Chair Shallanberger (virtual), Member Clinton (virtual), Member Degasis (virtual), Member Eymann (virtual), Member Hart (virtual), and Member Whelan. Chair Branch reported he drove by the site. No ex-parte conversations reported.

Staff Speaker:
Darryl Mimick, Associate Planner

The plans were presented by Duane and Andrea Estrada, property owners.

No public speakers.

MOTION: Member Clinton moved, seconded by Member Hart, to grant Conceptual/Preliminary/Final approval of Item B.2, Estrada Residential Front Patio, 7354 Greensboro, APN 073-260-001, Case No. 21-0024-ZC; and determine that Case No. 21-0024-ZC is in conformance with the Findings, DRB Review, Estrada Front Patio Enclosure and Trellis, 7354 Greensboro Street, APN 073-260-001, Case No. 21-0024-ZC, with regard to Neighborhood Compatibility, Quality of Architectural Design, Quality of Landscape Design; and Zoning.

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Vice Chair Shallanberger, Member Clinton, Member Degasis, Member Eymann, Member Hart, Member Whelan. Noes: None. Absent: None.

Recess held from 4:33 to 4:39 p.m.

C. CONCEPTUAL REVIEW

C.1 35 Ellwood Station Road (APN 079-210-066) Ellwood RV/Boat/Contractor Yard Storage Case No. 20-0003-CUP

Case No. 20-0003-CUP - Staff Report

Att A - Project Plans

Att B - Landscape Plan

Att C - Parking and Circulation

Site visits and ex-parte conversations: Site visits reported by Chair Branch (virtual), Vice Chair Shallanberger (virtual), Member Clinton (virtual), Member Degasis (virtual), Member Eymann (virtual), Member Hart (virtual), and Member Whelan (virtual). Member Degasis reported an ex-parte communication with the applicant via email and providing some comments to the project as presented. No other ex-parte conversations reported.

Staff Speakers:
Mary Chang, Supervising Senior Planner
Bret McNulty, Contract Planner

The plans were presented by Jay Higgins of H & H Environmental Inc., for Alastair Winn of 35 Ellwood Station, LLC, property owner; and Greg Mendonsa with Wood Architecture, project landscape architect.

Public Speaker:
Irene Russo spoke in opposition to the project and stated that she submitted a petition from neighbors and residents of Ellwood Station Road expressing their concerns that the project will ruin their neighborhood and lower property values. She also expressed concerns regarding traffic, parking, emissions from cars, and cement sumps.

The Design Review Board conducted Conceptual review of Item C.1, Ellwood RV/Boat Contractor Yard Storage, 35 Ellwood Station Road, APN 079-210-066, Case No. 20-0003-CUP, with the following comments:

1. The project received general support.
2. The project establishes a community resource by providing a site for public storage. A storage site was removed several years ago nearby.
3. The screening from the freeway corridor needs to be addressed.
4. A taller fence would help for screening from the freeway corridor and security. The height of an RV is approximately 13 feet.

5. It appears there is a berm along the freeway that would provide screening. The berm ends towards the east end.
6. It would be useful for the review for the applicant to submit a section through the area to demonstrate berming along the freeway that would provide screening. There is also a view from Calle Real.
7. Make sure the underground pit structures are secured very well so they cannot be opened or entered.
8. A suggestion was made to add solar energy to the plans. Solar would help with shading.
9. The plan seems like a low-impact project and a lower density use than what could be in this location. The project is an improvement on the site.

Landscaping:

10. A concern was expressed that the proposed *bougainvillea* species might be too colorful and would pull attention from the freeway towards the site. Another species such as a thorny plant or a combination of plants that would be just green or minimally flowering, such as a wild rose specie, would be better. *Bougainvillea* can be a haven for rats.
11. The applicant is requested to show how the wider apron accomplishes the cueing in front. More landscaping in front is preferred.
12. The landscape plan seems admirable for this project.
13. The bioswale is appreciated, especially with the number of vehicles dripping fluids from time to time.
14. It is appreciated that the applicant considered the watershed.

C.2 5383 & 5385 Hollister Avenue (APN 071-140-074,-075)
Seymour Duncan New Buildings
Case No. 20-0003-DP

Case No. 20-0003-DP - Staff Report

Att A - DRB Plan Set

Att A.1 - DRB Plan Set

Att B - Site C Material Board

Att C - Site D Material Baord

Att D - Lighting Cutsheets

Att E - Bicycle Storage

Att F - Aerial & Site Photos

Att G - Bola Bike Rack

Att H - Architectural Standards

Site visits and ex-parte conversations: Site visits reported by Chair Branch (virtual), Vice Chair Shallanberger (virtual), Member Clinton (virtual), Member Degasis, Member Hart (virtual), and Member Whelan. No ex-parte conversations reported.

Staff Speaker:
Darryl Mimick, Associate Planner

The plans were presented by Heidi Jones of SEPPS, for Patterson Associates, LCC, property owner; Andrew Bermant, property owner; Brian Poliquin with PK:Architecture, project architect; and Erin Carroll, project landscape architect.

The Design Review Board conducted Conceptual review of Item D.2, Seymour Duncan New Buildings, 5383 and 5385 Hollister Avenue, APN 071-140-074; -075, Case No. 20-0003-DP, with the following comments:

1. The proposed project received positive comments.
2. The plan is intelligent and thoughtful. It is a handsome project.
3. The design is an extension of an already good development in the area.
4. The project seems appropriate for the neighborhood, and the massing, size, bulk, and scale seem appropriate.
5. The details on the plans are appreciated.

Architecture:

6. The Seymour Duncan building looks appropriate for the neighborhood.
7. The colors are good.
8. The materials are fine. A preference was made for using true finishes rather than faux finishes regarding the corten material.

Site Plan:

9. Study the opportunity to address the heat island effect.
10. Look at the pattern of movement of people through the hot parking areas. Consider adding solar shade structures or a couple of trees.
11. Suggest adding a small trail on the side of the parking lot areas that is shaded so people do not need to walk through the parking lot.
12. On Parcel C, consider adding some solar shade structures or trees along the pedestrian walkway between the parking bays.
13. Adding EV charging stations would be beneficial.
14. A suggestion was made to possibly include a bike lane with the public improvements. Consider not confronting bikes with vehicular traffic.

Landscape

15. The landscape plan is nice. The plant palette is exceptional.
16. The Strawberry trees would require maintenance due to the fruit drops.

17. There is no public entry from the walkway or the street to the symmetrical building entry facing Patterson Avenue, shown on Parcel D. A suggestion was made to re-enforce the symmetrical entry and the landscape plan to come together.

E. ANNOUNCEMENTS BY MEMBERS AND STAFF

None.

.

F. ADJOURNMENT: 6:17 P.M.

Note: The video of the meeting is available on the City's website at
http://www.cityofgoleta.org/i-want-to/news-and-updates/government-meeting-agendas-and-videos

MINUTES – APPROVED

DESIGN REVIEW BOARD MEETING
Tuesday, May 10, 2022

3:00 P.M.
City Hall – Council Chambers
130 Cremona Drive, Suite B,
Goleta, California

Members of the Design Review Board

Scott Branch (Architect), Chair
(V*acant)* Vice Chair
Karis Clinton (Landscape Professional)
Martha Degasis (Landscape Professional)
Jonathan Eymann (At-Large Member)
James King (At-Large Member)
Dennis Whelan (Architect*)*

Mary Chang, Secretary
Linda Gregory, Recording Clerk

This Virtual Meeting is held pursuant to AB361.
The Meeting will be Virtual because meeting in person would present
Imminent risks to the health or safety of attendees.

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by Chair Branch at 3:00 p.m., followed by the Pledge of Allegiance.

ROLL CALL OF DESIGN REVIEW BOARD

Board Members present:	Chair Branch, Member Degasis, Member Eymann, Member King
Board Members absent:	Member Clinton, Member Whelan

Staff Present: Mary Chang, Supervising Senior Planner; Brian Hiefield, Associate Planner; Darryl Mimick, Associate Planner; Christina McGuire, Associate Planner; Travis Lee, Associate Planner; and Linda Gregory, Recording Clerk.

PUBLIC FORUM

None.

AMENDMENTS OR ADJUSTMENTS TO AGENDA

Mary Chang, Supervising Senior Panner, reported that staff recommends Item B.3, Panda Express Signage, 131 N. Fairview Avenue (APN 077-170-042), be continued to May 24, 2022.

A. ADMINISTRATIVE AGENDA

A.1 REVIEW OF AGENDA

Item B.3, Panda Express Signage, continued to May 24, 2022.

A.2 Review and Approve Design Review Board Minutes for April 12, 2022

2022-04-12 DRB Minutes - Unapproved

MOTION: Member King moved, seconded by Member Degasis, to approve the Design Review Board Minutes for April 12, 2022, as submitted.

VOTE: Motion carried by the following voice vote: Ayes: Chair Branch, Member Degasis, Member Eymann, and Member King. Noes: None. Absent: Member Clinton and Member Whelan.

B. CONCEPTUAL/PRELIMINARY/FINAL REVIEW

B.1 5650 Calle Real (APN 069-160-042)
The Leta Hotel Signage
Case No. 22-0011-DRB, 22-0019-ZC

22-0019-ZC Staff Report

Att A - Findings

Att B - Project Plans

Att C - Notice of Exemption

Site visits reported by Chair Branch), Member Degasis, Member Eymann, and Member King. No ex-parte conversations reported

Staff Speaker:
Travis Lee, Associate Planner

The plans were presented by agent Nathan Virs of West Coast Signs on behalf of AWH Goleta Hotel, LLC.

No public speakers.

MOTION: Member King moved, seconded by Member Degasis, to grant Conceptual/Preliminary/Final approval of Item B.1, The Leta Hotel Signage, 5650 Calle Real (APN 069-160-042), Case No. 22-0011-DRB, 22-0019-ZC, as submitted; and determine that Case No. 22-0011-DRB, 22-0019-ZC is in conformance with "DRB Findings for Signage, The Leta Hotel Signage, Case No. 22-0011-DRB, 22-0019-ZC".

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Member Degasis, Member Eymann, and Member King. Noes: None. Absent: Member Clinton and Member Whelan

B.2 153 Castilian Drive (APN 073-150-011)
Redwire Signage
Case No. 22-0012-ZC, 22-0006-DRB

22-0006-DRB Staff Report

Att A - Findings

Att B - Project Plans

Att C - Notice of Exemption

Site visits report by Chair Branch (virtual), Member Degasis (virtual), Member Eymann, and Member King. No ex-parte conversations reported.

Staff Speaker:
Travis Lee, Associate Planner

No applicant presentation.

No public speakers.

MOTION: Member Degasis moved, seconded by Member King, to grant Conceptual/Preliminary/Final approval of Item B.2, Redwire Signage, 153 Castilian Drive (APN 073-150-011), Case No.

22-0012-ZC, 22-0006-DRB, as submitted; and determine that Case 22-0012-ZC, 22-0006-DRB is in conformance with "DRB Findings for Signage, Redwire Signage, Case No. 22-0006-DRB".

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Member Degasis, Member Eymann, and Member King. Noes: None. Absent: Member Clinton and Member Whelan

B.3 131 N Fairview Avenue (APN 077-170-042)
Panda Express Signage
Case No. 22-0014-ZC

B.3 Panda Express Sign Continuance

MOTION: Member King moved, seconded by Member Eymann, to continue to May 24, 2022, Item B.3, Panda Express Signage, 131 N. Fairview Avenue, (APN 077-170-042), Case No. 22-0014-ZC.

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Member Degasis, Member Eymann, and Member King. Noes: None. Absent: Member Clinton and Member Whelan

B.4 200 Cannon Green Drive (APN 073-221-041)
Giesy Addition
Case No. 21-0020-LUP

21-0020-LUP Staff Report

Att A - Findings

Att B - Project Plans

Att C - Notice of Exemption

Att D - Additional Neighborhood Photos

Att E - Public Comments

Site visits reported by Chair Branch (virtual), Member Degasis (virtual), Member Eymann (virtual), and Member King. Member King reported he lives around the corner of the site. No ex-parte conversations reported.

Staff Speaker:

Christina McGuire, Associate Planner

The plans were presented by agent Amy Von Protz, designer for the project, and Carrie and Mecaiah Giesy, property owner.

Christina McGuire, Associate Planner, reported that two written statements were received that are generally in favor of the project.

No public speakers.

MOTION: Member Degasis moved, seconded by Member Eymann, to grant Conceptual/Preliminary/Final approval of Item B.4, Giesy Addition, 200 Cannon Green Drive (APN 073-221-041), Case No. 21-0020-LUP, as submitted, with conformance review of the final details by staff and Chair Branch; and determine that Case No. 21-0020-LUP is in conformance with "DRB Findings, Section 17.58-080 of the Goleta Municipal Code, Giesy Addition; 200 Cannon Green Drive, Case No. 21-0020-LUP"..

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Member Degasis, Member Eymann, and Member King. Noes: None. Absent: Member Clinton and Member Whelan.

C. PRELIMINARY REVIEW

C.1 35 Ellwood Station Road (APN 079-210-066) Ellwood RV/Boat/Contractor Storage Use Case No. 20-0003-CUP

20-0003-CUP Staff Report

Att A - DRB Minutes 8-24-21 (Item C1)

Att B - Findings

Att C - 20-0003-CUP Plans (Improvement, Landscaping, Vault Roof)

Att D - Public Comments

Site visits reported by Chair Branch (virtual), Member Degasis (virtual), Member Eymann (virtual), and Member King. No ex-parte conversations reported.

Staff Speaker:

Brian Hiefield, Associate Planner

The plans were presented by Gelare Macon of Flowers and Associates, Inc., for Alastair Winn of 35 Ellwood Station, LLC, property owner; and Greg Mendonsa, project landscape architect.

Brian Hiefield, Associate Planner, reported that several comment letters were received and are included as part of the record.

Public Speaker:
Irene Russo expressed her concerns about preserving the nature of the neighborhood, and exempting CEQA review, which she has included in two communications that are part of the record.

MOTION: Member Eymann moved, seconded by Member King, to grant Preliminary approval of Item C.1, Ellwood RV/Boar/Contractor Storage Use, 35 Ellwood Station Road (APN 079-210-066), Case No. 20-0003-CUP, with the following condition; and determine that Case No. 20-0003-CUP is in conformance with the "DRB Findings, Section 17-58.080 of the Goleta Municipal Code, Ellwood RV/Boat/Contractor Storage Use; 35 Ellwood Station Road, Case No. 20-0003-CUP":

1. The applicant is encouraged to add a strip of plantings, such as vine pockets, along the bare front wall.

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Member Degasis, Member Eymann, and Member King. Noes: None. Absent: Member Clinton and Member Whelan.

C.2 5385 & 5383 Hollister Avenue (APN 071-140-075 & 071-140-074)
Patterson & Associates Two New Buildings and Associated Improvements
Case Nos. 20-0003-DP et al.

20-0003-DP Staff Report

Att A - Findings

Att B - DRB Minutes 08.24.21

Att C - DRB Concept Review Applicant Response

Att D -Final Plans Including Parcel Map Pages 1-21

Att E -Final Plans Including Parcel Map Pages 22-56

Att F - Renderings Site C-DRB

Att G - Renderings Site D-DRB

Att H - Lighting Cut Sheets

Att I - Aerial & Site Photos

Att J - Goleta Commercial Architecture and Design Standards

Site visits reported by Chair Branch (virtual), Member Degasis, Member Eymann, and Member King. No ex-parte conversations reported.

Staff Speaker:
Darryl Mimick, Associate Planner

The plans were presented by Heidi Jones of SEPPS, for Patterson Associates, LCC, property owner; Andrew Bermant, property owner; Brian Poliquin with PK:Architecture, project architect; and Erin Carroll, project landscape architect.

Public Speaker:
Cecilia Brown expressed appreciation that the applicants lowered the correlated color temperature for the outdoor lighting which she believes will be dark sky friendly and a good fit for the neighborhood.

MOTION: Member Degasis moved, seconded by Member King, to grant Preliminary approval of Item C.2, Ellwood RV/Boar/Contractor Storage Use, 35 Ellwood Station Road (APN 079-210-066), Case No. 20-0003-CUP, and determine that Case No. 20-0003-CUP is in conformance with "DRB Findings, Section 17.58-080 of the Goleta Municipal Code 5385 & 5383 Hollister Avenue, Patterson Associates, Case No. 20-0003-DP eta al.".

VOTE: Motion carried by the following roll call vote: Ayes: Chair Branch, Member Degasis, Member Eymann, and Member King. Noes: None. Absent: Member Clinton and Member Whelan.

D. ANNOUNCEMENTS BY MEMBERS AND STAFF

Chair Branch announced that Craig Shallanberger has resigned from the Design Review Board because he has moved and is no longer a resident of Goleta. On behalf of the Design Review Board, Chair Branch expressed appreciation to Craig

Shallanberger for his contributions and good service as a Member and Vice Chair, and wished him well in his future endeavors.

Member Degasis announced there will bn open house at the Main-Begg Farmhouse, a 1911 Craftsman building, located on Hollister Avenue at San Marcos Road, on Saturday, May 14, 2022, from 11:00 am. To 2:00 p.m.

E. ADJOURNMENT

Adjournment at 4:46 p.m.

Note: The video of the meeting is available on the City's website at
http://www.cityofgoleta.org/i-want-to/news-and-updates/government-meeting-agendas-and-videos

This page intentionally left blank.

Attachment 3

Project Plans

This page intentionally left blank.

ELLWOOD STATION STORAGE YARD
PRELIMINARY IMPROVEMENT PLAN

20-0003-CUP
GOLETA, CA
APN: 079-210-066

LIST OF SYMBOLS:

AC	ASPHALTIC CONCRETE
ACP	ASBESTOS CEMENT PIPE
AB	AGGREGATE BASE
BC	BEGIN CURVE
BCR	BEGIN CURB RETURN
BD	BASEMENT DRAIN
BFV	BUTTERFLY VALVE
BM	BENCHMARK
BV	BALL VALVE
BVC	BEGIN VERTICAL CURVE
BW	BACK OF WALK
CIP	CAST IRON PIPE
CJ	CRACK CONTROL JOINT
CL	CLASS
℄ OR C/L	CENTERLINE
CMP	CORRUGATED METAL PIPE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
CTV	CABLE TELEVISION
DIP	DUCTILE IRON PIPE
D	DRAIN
E	ELECTRICAL
DI	DROP INLET
EC	END CURVE
ECR	END CURB RETURN
EG	EXISTING GRADE
EJ	EXPANSION JOINT
EL	ELEVATION
EP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EW	EACH WAY
EX	EXISTING
FD	FLOOR DRAIN
FF	FINISH FLOOR
FG	FINISH GRADE
FH	FIRE HYDRANT
℄ OR FL	FLOWLINE
FLG	FLANGE
FS	FINISH SURFACE
G	GAS
GB	GRADE BREAK
GM	GAS METER
GSP	GALVANIZED STEEL PIPE
GSV	GAS VALVE
GV	GATE VALVE
HB	HOSE BIB
HP	HIGH POINT
INV	INVERT
L	CURVE LENGTH
LF	LINEAL FEET
MH	MANHOLE
MJ	MECHANICAL JOINT
NIC	NOT INCLUDED IN CONTRACT
OC	ON CENTER
OCEW	ON CENTER EACH WAY
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION (OF CURVE TANGENTS)
℘ OR P/L	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PVC	POLY-VINYL CHLORIDE
PV	PLUG VALVE
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN
RG	RETAINING GLAND
RSJ	ROUGH SURFACE JOINT
R/W	RIGHT-OF-WAY
S	SEWER
SD	STORM DRAIN
SL	STREET LIGHT
ST STL	STAINLESS STEEL
STA	STATION
STD DTL	STANDARD DETAIL
T	TELEPHONE
T BLK	THRUST BLOCK
TB	TOP OF BERM
TC	TOP OF CURB
TCN	TOP OF CONCRETE
TD	TOP OF DIKE
TF	TOP OF FOOTING
TG	TOP OF GRATE
TI	TRAFFIC INDEX
TL	TRAFFIC LIGHT
TP	TOP OF PAVEMENT
TYP	TYPICAL
TW	TOP OF WALL
VCP	VITRIFIED CLAY PIPE
VPI	VERTICAL POINT OF INTERSECTION (OF VERTICAL CURVE TANGENTS)
W	WATER
W/	WITH
WD	WALL DRAIN
WM	WATER METER
WV	WATER VALVE
△	DELTA (CURVE CENTRAL ANGLE)
±	APPROXIMATELY
%	PERCENT
<	LESS THAN
>	GREATER THAN

LEGEND:

DESCRIPTION	EXISTING	PROPOSED
CENTERLINE		
EDGE OF A.C. PAVEMENT		
ELEVATION	100.00 OR (100.00)	100.00
CONCRETE PAVEMENT		
A.C. PAVEMENT		
PROPERTY LINE		
RIGHT-OF-WAY LINE		
EASEMENT LINE		
CONTOURS (MAJOR)	10	10
CONTOURS (MINOR)	12	12
BENCH MARK		
TREE CANOPY		
APPROX. SAW CUT LINE		
LIMIT OF GRADING LINE		
GRADE BREAK LINE		GB
FLOW LINE		
SLOPE LINE		
FENCE		
RETAINING WALL		
WATER	W	W
SEWER	S	S
STORM DRAIN	SD	SD
POWER	E	E
GAS	G	G
TELEPHONE	T	T
CABLE TV	CTV	CTV
MANHOLE	MH	MH
CLEANOUT	CO	CO
WATER METER & LATERAL	W WM	W WM
FIRE HYDRANT		
THRUST BLOCK		
FITTING		
STREET LIGHT		

ESTIMATED EARTHWORK QUANTITIES:

CUT: 1,700 CUBIC YARDS

FILL: 2,100 CUBIC YARDS

NOTE: SHRINKAGE, CONSOLIDATION AND SUBSIDENCE FACTORS AND LOSSES DUE TO CLEARING AND DEMOLITION OPERATIONS ARE NOT INCLUDED. ESTIMATED EARTHWORK QUANTITIES ARE BASED ON THE APPROXIMATE DIFFERENCE BETWEEN EXISTING GRADES AND PROPOSED FINISH GRADES OR PAVEMENT SUBGRADES, AS INDICATED ON THE PLANS, AND SHOULD VARY ACCORDING TO THESE FACTORS AND LOSSES.

FOR CALCULATION PURPOSES IT IS ASSUMED THAT THE EXISTING CONCRETE STRUCTURAL SECTION AND PROPOSED AGGREGATE BASE SECTION ARE APPROXIMATELY EQUAL AND IS ASSUMED TO BE 8 INCHES.

CONTRACTOR SHALL ACCEPT OR CONFIRM EXISTING TOPOGRAPHIC INFORMATION, SHALL REVIEW THE SITE AND THE GEOTECHNICAL REPORT(S) AND MAKE HIS OWN INTERPRETATIONS AND CONCLUSIONS WITH RESPECT THERETO, AND SHALL PERFORM AN INDEPENDENT EARTHWORK ESTIMATE ON WHICH TO BASE HIS BID. ONCE GRADING IS STARTED, THE TOPOGRAPHIC INFORMATION HAS BEEN ACCEPTED BY CONTRACTOR.

PROJECT INFORMATION:

PROJECT ADDRESS:	35 ELWOOD STATION ROAD GOLETA, CA. 93117 APN 079-210-066
CLIENT INFORMATION:	AVENUE 2509 LLC 479 SANTA ROSA LANE MONTECITO, CA 93108
PROPOSED WORK:	1) DEMOLITION OF THE EXISTING CONCRETE PLANT. 2) CONSTRUCTION OF A PERVIOUS STORAGE YARD.

IMPORTANT NOTICE

ALL UTILITY LOCATIONS ARE APPROXIMATE. CONTRACTOR IS TO NOTIFY UNDERGROUND SERVICE ALERT TWO WORKING DAYS PRIOR TO STARTING ANY EXCAVATION OR RESURFACING.

811 Know what's below. Call before you dig.

VICINITY MAP
NOT TO SCALE

BENCHMARK:

VERTICAL DATUM: NAVD88, DEFINED LOCALLY BY THE NATIONAL GEODETIC SURVEY (NGS)

TOPOGRAPHY:

EXISTING TOPOGRAPHY COMPILED BY STANTEC.

BASIS OF BEARING:

HORIZONTAL DATUM: NAD83(2011), ZONE 5 GRID (EPOCH 2017.5)

SURVEY MONUMENT PROTECTION:

PROTECT AND PRESERVE, IN PLACE, ALL SURVEY MONUMENTS AND BENCHMARKS. DO NOT DISTURB, MOVE, OR RELOCATE MONUMENTS OR BENCHMARKS WITHOUT THE PRIOR REVIEW AND APPROVAL BY THE AGENCY HAVING JURISDICTION OVER THE MONUMENT OR BENCHMARK. THE CONTRACTOR SHALL CONTRACT WITH A LICENSED SURVEYOR FOR MONUMENTS REQUIRING DISTURBANCE OR REMOVAL, AND THE SURVEYOR SHALL RESET THE MONUMENTS OR PROVIDE PERMANENT WITNESS MONUMENTS AND FILE THE REQUIRED DOCUMENTATION WITH THE COUNTY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONAL CODE SECTION 8771.

SITE STATISTICS:

ADDRESS:	35 ELLWOOD STATION ROAD GOLETA, CA. 93117
APN:	079-210-066
LOT SIZE:	215,953 S.F./4.96 AC (GROSS) 211,968 S.F./4.87 (NET)

	AREA, SF	% NET
CONCRETE (EXISTING)	84,061	30.7%
CONCRETE VAULTS (EXISTING)	1,557	0.7%
BUILDING (EXISTING)	190	0.1%
PAVERS (PROPOSED)	3,421	1.6%
PERVIOUS ALL WEATHER PAVING (PROPOSED)	45,397	21.4%
BIOSWALE (LANDSCAPING)	15,697	7.4%
LANDSCAPING	61,645	29.1%
TOTAL	211,968	100.0%

HEAT ISLAND REDUCTION STATISTICS:

IN ORDER TO REDUCE THE AMBIENT SURFACE TEMPERATURES IN PARKING AREAS, AT LEAST 50% OF THE AREAS NOT LANDSCAPED MUST BE SHADED, OF LIGHT-COLORED MATERIALS WITH A SOLAR REFLECTIVE INDEX (SRI) OF AT LEAST 0.29, OR A COMBINATION OF SHADING AND LIGHT-COLORED MATERIALS.

AREA NOT LANDSCAPED	134,626 SF
50% OF AREA NOT LANDSCAPED	67,313 SF

	AREA, SF	SRI
CONCRETE (EXISTING)	84,061	0.47*
CONCRETE VAULTS (EXISTING)	1,557	0.47*
TOTAL	85,618	0.47 (AVG)

MORE THAN 50% OF THE PAVED AREA NOT LANDSCAPED HAS A SOLAR REFLECTIVE INDEX OF GREATER THAN 0.29.

*SRI VALUES PER:
HTTPS://WWW.CEMENT.ORG/DOCS/DEFAULT-SOURCE/FC_CONCRETE_TECHNOLOGY/SN2982A-SOLAR-REFLECTANCE-VALUES-OF-CONCRETE.PDF

PROJECT CLEAN WATER STATISTICS:

NEW IMPERVIOUS SURFACES:	0 SF
REPLACED IMPERVIOUS SURFACES:	190 SF (RESTROOM)
REMOVED IMPERVIOUS SURFACES:	7,276 SF
TOTAL NET IMPERVIOUS SURFACE	= 190 SF - 7,276 SF = <0 SF

SHEET INDEX

SHEET NO.	GENERAL DESCRIPTION
1	G-1 TITLE SHEET
2	C-1 PLAN SHEET
3	C-2 ELEVATIONS / FLOOR PLANS
4	C-3 SITE LAYOUT
5	CD-1 DETAILS

NO.	DESCRIPTION	DATE	APPROVED
	REVISIONS		

F..... ASSOCIATES, I...
115 W. Canon Perdido Street
Santa Barbara, CA 93101
Telephone (805) 966-2224
PRELIMINARY
BY: NOT FOR CONSTRUCTION DATE:
F&A CIVIL ENGINEERING • PLANNING CONSTRUCTION MANAGEMENT

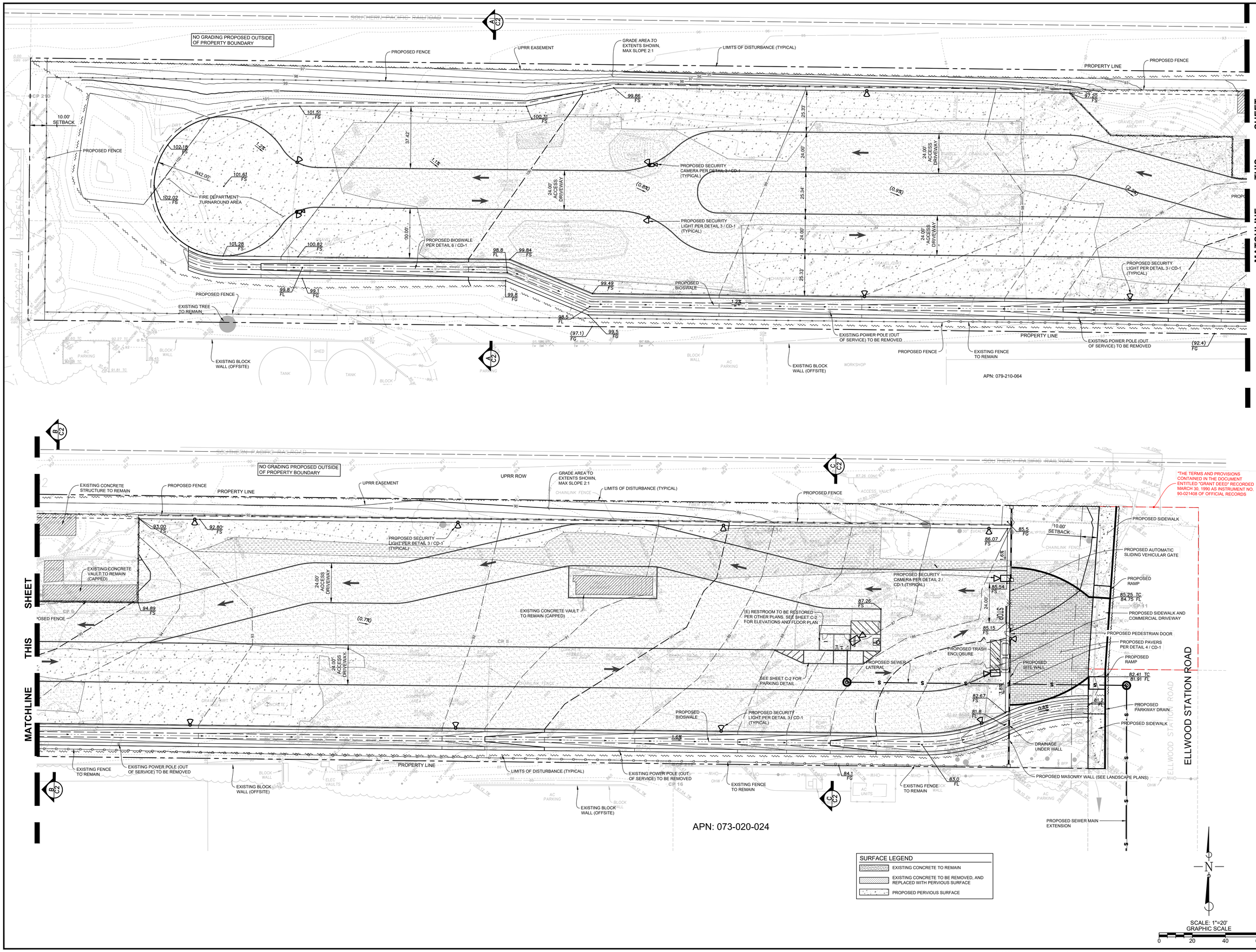
THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON AT THE TIME THESE PLANS ARE SIGNED. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, USE OF ANY PART OF THESE PLANS, INCLUDING ANY NOTE OR DETAIL, FOR ANY UNAPPROVED OR REVISED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE.

TITLE SHEET
ELLWOOD STATION STORAGE YARD
35 ELLWOOD STATION ROAD
APN: 079-210-066
COUNTY OF SANTA BARBARA, CALIFORNIA

G-1

JUNE 22, 2022

SHEET 1 OF 5



"THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "GRANT DEED" RECORDED MARCH 30, 1990 AS INSTRUMENT NO. 90-021408 OF OFFICIAL RECORDS

SURFACE LEGEND

- EXISTING CONCRETE TO REMAIN
- EXISTING CONCRETE TO BE REMOVED, AND REPLACED WITH PERVIOUS SURFACE
- PROPOSED PERVIOUS SURFACE

SCALE: 1"=20'
GRAPHIC SCALE
0 20 40 60

NO.	DESCRIPTION	DATE	APPROVED
	REVISIONS		

FLOWERS & ASSOCIATES, INC.
115 W. Canon Perdido Street
Santa Barbara, CA 93101
Telephone (805) 966-2224

PRELIMINARY
NOT FOR CONSTRUCTION
BY: DATE:

F&A CIVIL ENGINEERING • PLANNING CONSTRUCTION MANAGEMENT

PRELIMINARY SITE PLAN

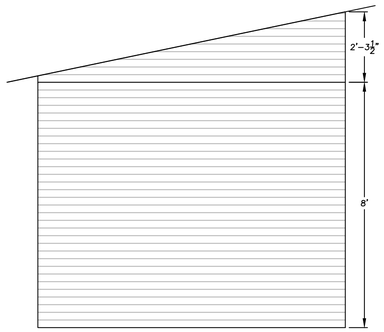
ELLWOOD STATION STORAGE YARD
35 ELLWOOD STATION ROAD
APN: 079-210-066
CITY OF GOLETA, CALIFORNIA

C-1

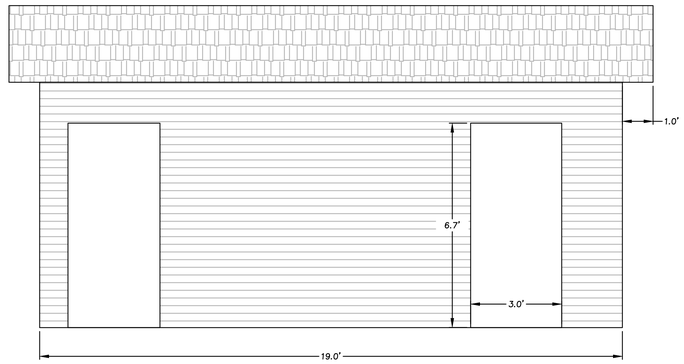
JUNE 22, 2022

SHEET 2 OF 5

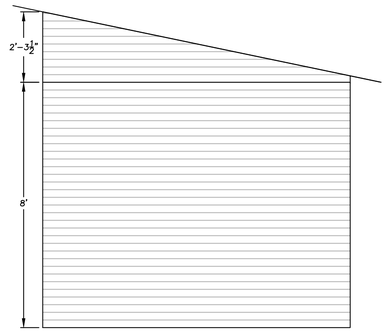
THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON AT THE TIME THESE PLANS ARE SIGNED. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, USE OF ANY PART OF THESE PLANS, INCLUDING ANY NOTE OR DETAIL, FOR ANY UNAPPROVED OR REVISED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE.



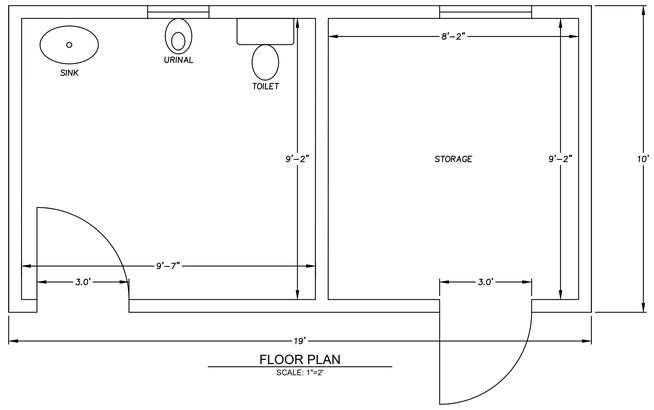
EAST ELEVATION
SCALE: 1"=2'



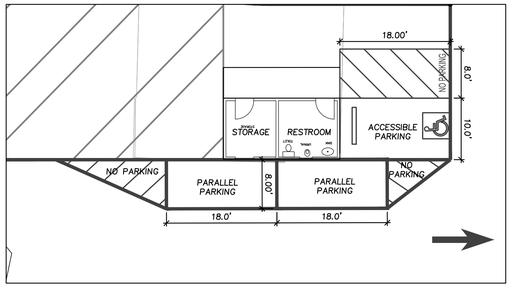
NORTH ELEVATION
SCALE: 1"=2'



WEST ELEVATION
SCALE: 1"=2'



FLOOR PLAN
SCALE: 1"=2'



PARKING AREA DETAIL
SCALE: 1"=10'

NO.	DESCRIPTION	DATE	APPROVED

REVISIONS

THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON AT THE TIME THESE PLANS ARE SIGNED. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, USE OF ANY PART OF THESE PLANS, INCLUDING ANY NOTE OR DETAIL, FOR ANY UNAPPROVED OR REVISED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE.

FLOWERS & ASSOCIATES, INC.
CIVIL ENGINEERING • PLANNING
CONSULTING • SURVEYING
115 W. Canon Perdido Street
Santa Barbara, CA 93101
Telephone (805) 966-2224

PRELIMINARY
NOT FOR CONSTRUCTION
BY: DATE:

ELEVATIONS / FLOOR PLANS

ELLWOOD STATION STORAGE YARD
35 ELLWOOD STATION ROAD
APN: 079-210-066

C-1

JUNE 22, 2022

SHEET 3 OF 5

W.O. 20107

X:\2020\20107\CAD\20107 - Site Improvement Plan.dwg, 6/22/2022 4:47:19 PM, KCote, _AutoCAD PDF (General Documentation).pc3

SITE PLAN
1"=40'

"THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "GRANT DEED" RECORDED MARCH 30, 1990 AS INSTRUMENT NO. 90-021408 OF OFFICIAL RECORDS"

LEGEND
"FLEX" STORAGE AREA, NOT MORE THAN 200 SPACES

- 60,341 SF (1.39 AC) BOAT AND RV STORAGE
- 18,423 SF (0.42 AC) CONTRACTOR STORAGE
- LED LIGHTS WITH MOTION SENSOR POSITION LIGHTS FACING DOWNWARD. POLE OR SURFACE MOUNTED AT 8'
- PROPOSED SECURITY CAMERA, MOUNTED AT 10'
- PROPOSED FENCE

N

SCALE: 1"=40'
GRAPHIC SCALE
0 40 80 120

NO.	DESCRIPTION	DATE	APPROVED

REVISIONS

F&A ASSOCIATES, L...
115 W. Canon Perdido Street
Santa Barbara, CA 93101
Telephone (805) 966-2224
CIVIL ENGINEERING • PLANNING
CONSTRUCTION MANAGEMENT

PRELIMINARY
NOT FOR CONSTRUCTION
BY: DATE:

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, USE OF ANY PART OF THESE PLANS, INCLUDING ANY NOTE OR DETAIL, FOR ANY UNAPPROVED OR REVISED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE.

THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON AT THE TIME THESE PLANS ARE SIGNED.

SITE LAYOUT

ELLWOOD STATION STORAGE YARD
35 ELLWOOD STATION ROAD
APN: 079-210-066
CITY OF GOLETA, CALIFORNIA

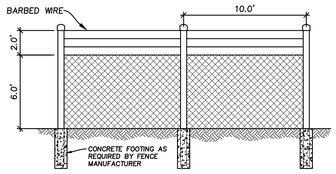
C-3

JUNE 22, 2022

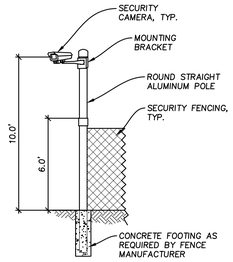
SHEET 4 OF 5

W.O. 20107

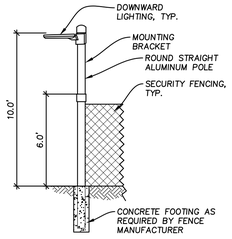
PLOTTED: Wednesday, June 22, 2022 5:03:41 PM
20107 - SITE IMPROVEMENT PLAN.DWG



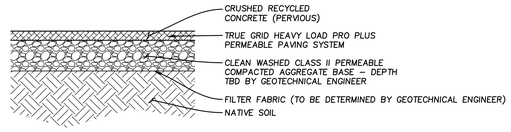
1 PERIMETER FENCE DETAIL
NOT TO SCALE



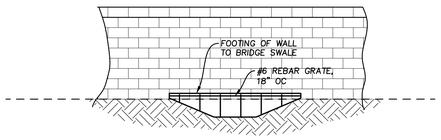
2 SECURITY CAMERA DETAIL
NOT TO SCALE



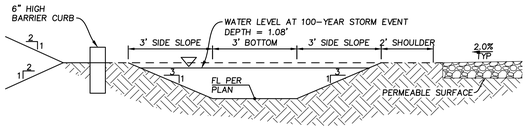
3 SECURITY LIGHT DETAIL
NOT TO SCALE



4 PERMEABLE DRIVE SURFACE DETAIL
NOT TO SCALE

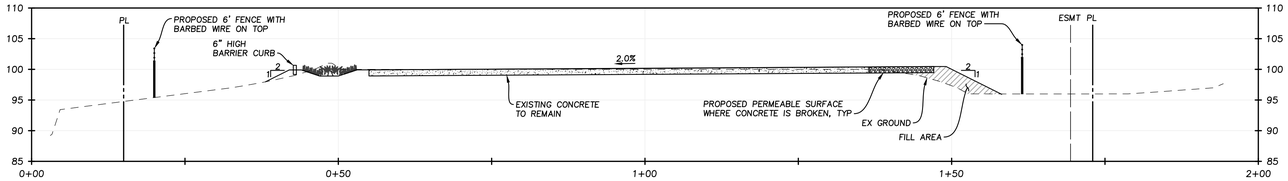


5 DRAINAGE UNDER WALL DETAIL
NOT TO SCALE

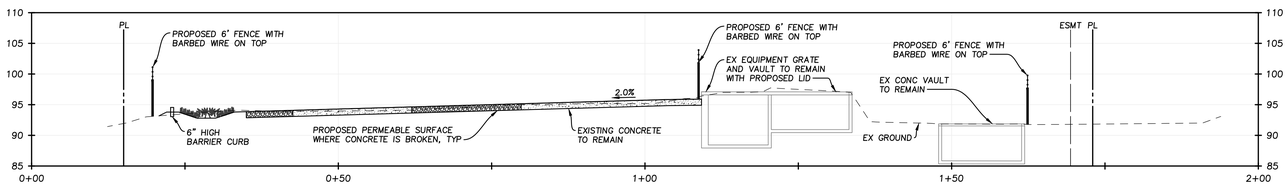


5 BIOSWALE DETAIL
NOT TO SCALE

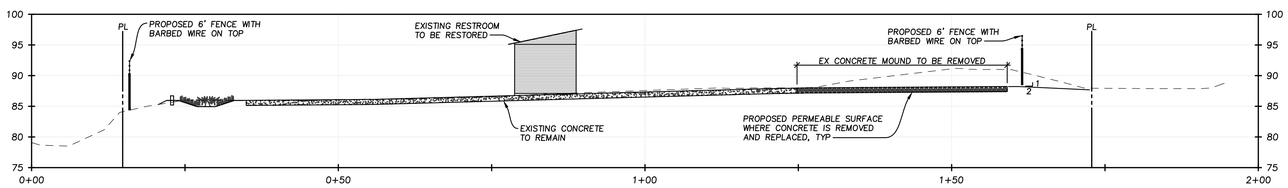
6 FLEXIBLE STORAGE AREA DETAIL
NOT TO SCALE



SECTION A-A
1" = 10'



SECTION B-B
1" = 10'



SECTION C-C
1" = 10'

NO.	DESCRIPTION	DATE	APPROVED
	REVISIONS		

FLOWERS & ASSOCIATES, INC.
CIVIL ENGINEERING • PLANNING • CONSTRUCTION MANAGEMENT
115 W. Canon Perdido Street
Santa Barbara, CA 93101
Telephone: (805) 966-2224

BY: NOT FOR CONSTRUCTION DATE:
PRELIMINARY

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, USE OF ANY PART OF THESE PLANS, INCLUDING ANY NOTE OR DETAIL, FOR ANY UNAPPROVED OR REVISED PROJECT SCOPE, OR FOR ANY OTHER PROJECT AT THIS OR ANY OTHER SITE.

THESE PLANS HAVE BEEN PREPARED SOLELY FOR USE FOR THE PROJECT SCOPE AND SITE SPECIFICALLY IDENTIFIED HEREON AT THE TIME THESE PLANS ARE SIGNED.

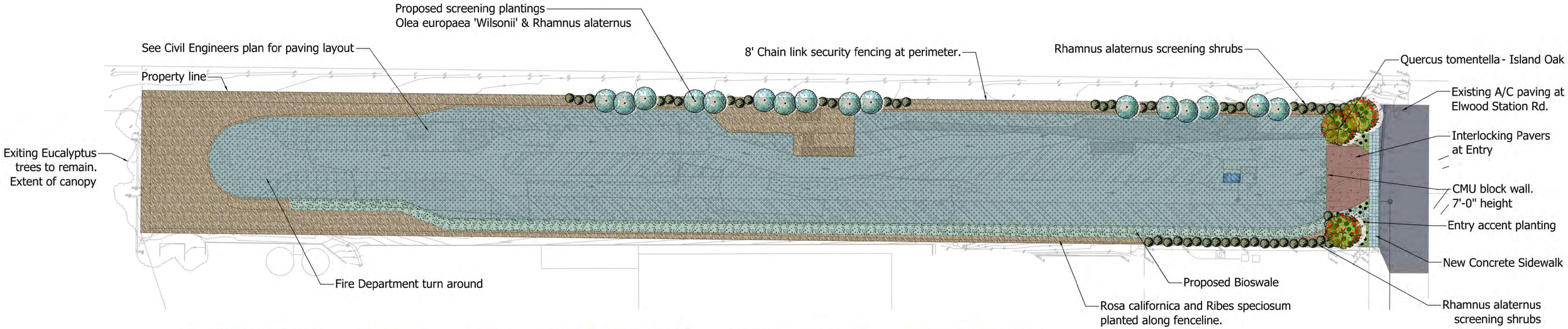
DETAILS & SITE SECTIONS

ELLWOOD STATION STORAGE YARD
35 ELLWOOD STATION ROAD
APN: 079-210-066
CITY OF GOLETA, CALIFORNIA

CD-1

JUNE 22, 2022

SHEET 5 OF 5



Salvia chameadryoides

Leymus condensatus &
Carex spp. swale

Salvia apiana

Epilobium 'Silver Select'

Aloe striata

Muhlenbergia rigens &
Ceanothus 'Valley Violet'

Rhamnus 'Mound San Bruno'

Arctostaphylos spp.

Dianella 'Cas Blue'

Ceanothus 'Joyce Coulter'

Sample Plant Palette

Entry Trees:

Quercus tomentella	Island Oak

Screening & Perimeter Plantings:

Olea europaea 'Wilsonii'	Fruitless Olive
Rhamnus alaternus	Italian Buckthorn
Ribes speciosum	Fuchsia-flowered Gooseberry
Rosa californica	California Wildrose

Shrubs and Groundcover:

Acacia 'Desert Carpet'	Prostrate Acacia
Agave spp.	Agave
Aloe spp.	Aloe
Arctostaphylos 'Sunset'	Manzanita
Bouteloua 'Blond Ambition'	Grama Grass
Carex spp.	Sedge
Calamagrostis 'Karl Foerster'	Feather Reed Grass
Ceanothus	Wild Lilac
Cistus x pulverulentus 'Sunset'	Magenta Rockrose
Dymondia margaretae	Silver Carpet
Dianella 'Casa Blue'	Blue Flax Lilly
Hesperaloe parvifolia	Red Yucca
Leymus condensatus 'Canyon Prince'	Wild Rye
Muhlenbergia spp.	Muhly Grass
Olea 'Lil Olie'	Dwarf Olive
Pennisetum spp.	Feather Grass
Rhamnus califonica varieties	Coffeeberry
Rhamnus alaternus	Italian Buckthorn
Rosemarinus spp.	Rosemary
Salvia spp.	Sage
Westringia spp.	Coast Rosemary
Zauschneria spp.	California Fuchsia

Bioswale Plants:

Juncus spp.	Rush
Leymus condensatus 'Canyon Prince'	Wild Rye
Carex spp.	Sedge

Preliminary MWELO Calculations

Water Efficient Landscape Worksheet

Use drop down menus or type in values in white cells only. Results appear in Yellow or Red highlighted cells below.

Site Information

Project Name →	Elwood Station		
Project Location →	Goleta, CA		
Site Type →	Commercial	Allowed ETAF:	0.45
Annual Eto (inches/yr) →	48.1		

Hydrozone or Planting Description	Plant Factor (PF)		Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Hydrozone Area (sqft.)	ETAF x Area	Estimated Total Water Use (gal./yr.)
Regular Landscape Areas								
1 - Entry	0.3	Low	Drip	0.81	0.4	3,372	1,249	37,244
2 - Perimeter	0.2	Low	Drip	0.81	0.2	27,910	6,891	205,514
3								
4								
5								
6								
7								
8								
					SUBTOTAL →	31,282	8,140	242,758
Special Landscape Areas								
9					1		0	0
10					1		0	0
11					1		0	0
12					1		0	0
					SUBTOTAL →	0	0	0
						Estimated Total Water Use (ETWU) →		242,758
						Maximum Allowed Water Allowance (MAWA) →		419,801

ETAF Calculations

Regular Landscape Areas	
Total ETAF x Area	8,140
Total Area	31,282
Average ETAF	0.26
All Landscaae Areas	
Total ETAF x Area	8,140
Total Area	31,282
Sitewide ETAF	0.26

Notes:

** Adapted from California Code of Regulations Title 23, Division 2, Chapter 2.7. Model Water Efficient Landscape Ordinance*

PROJECT DESCRIPTION:

Project Type: Commercial

Water Source: Reclaimed Water

Total Landscape Area: 64,819 SF

Total Irrigated Landscape Area: 31,282SF

0 50 100 150 feet

1" = 50'

NORTH

SCHEMATIC LANDSCAPE PLAN
ELWOOD STATION
GOLETA, CA

WOOD ARCHITECTURE

Project: 19052_wa
Date: 07.21.2022
Scale: 1" = 50'

www.iwoodarchitecture.com

\\TYSONS-MAC-MINI\tysoncarroll\Desktop\Wood Architecture\19\19052_WA Elwood Station\Land\Schematic\19052_WA Elwood Schematic_rev5.dwg21.06.2022bygregmendonsa

AREA OF VISUAL IMPACT

VIEW - 01

FROM CALLE REAL

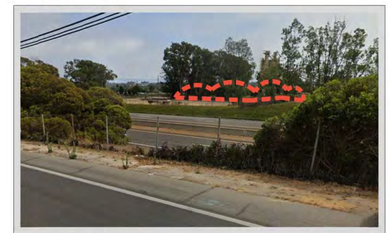
VIEW - 02

FROM SOUTHBOUND HWY 101

VIEW - 03

FROM CALLE REAL

VIEW - 04



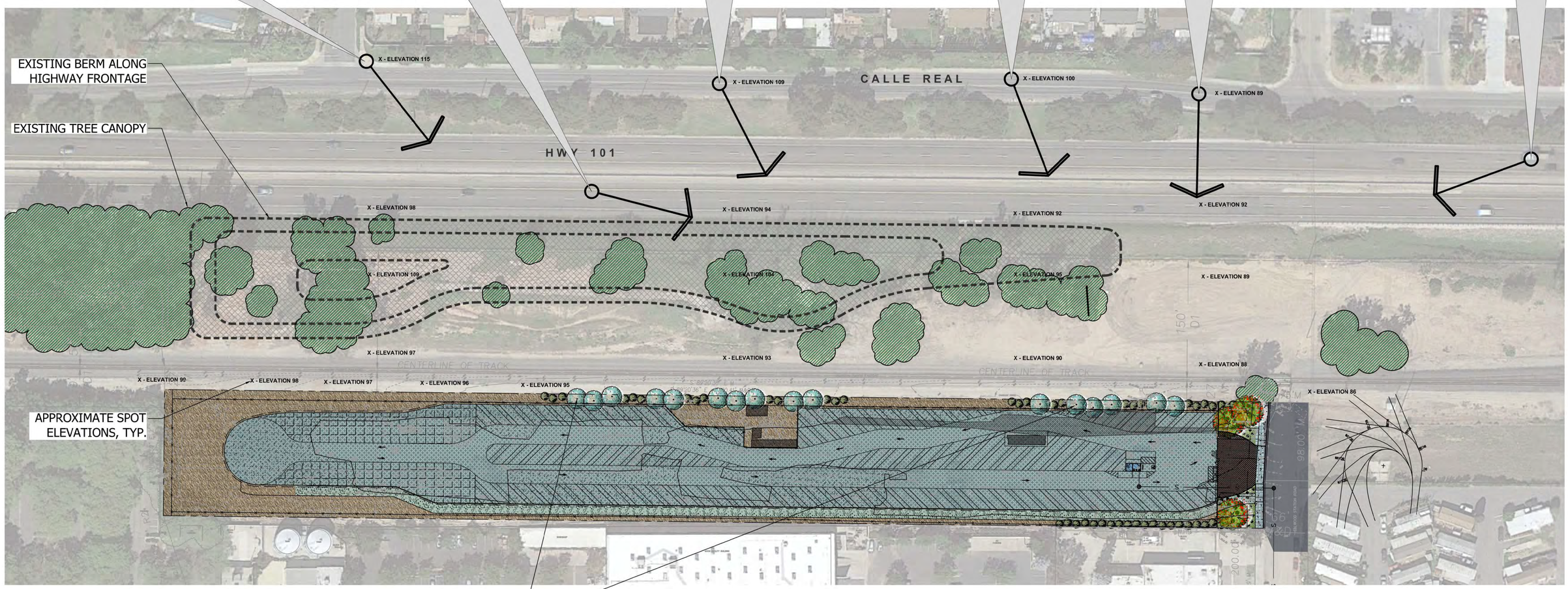
FROM CALLE REAL

VIEW - 05

FROM CALLE REAL

VIEW - 06

FROM NORTHBOUND HWY 101



PROPOSED SCREENING PLANTINGS
Olea europaea 'Wilsonii' & Rhamnus alaternus

0 50 100 150 feet
1" = 50'

NORTH

SITE VIABILITY EXHIBIT
ELWOOD STATION
GOLETA, CA

WOOD ARCHITECTURE
Project: 19052_wa
Date: 07.21.2022
Scale: 1" = 50'
www.iwoodarchitecture.com

\\TYSONS-MAC-MINI\tysoncarroll\Desktop\Wood Architecture\19\19052_WA Elwood Station\Land\Schematic\19052_WA Elwood_Viewshet Exhibit_rev2.dwg21.06.2022bygregmendonsa

This page intentionally left blank

Attachment 4

Power Point Presentation

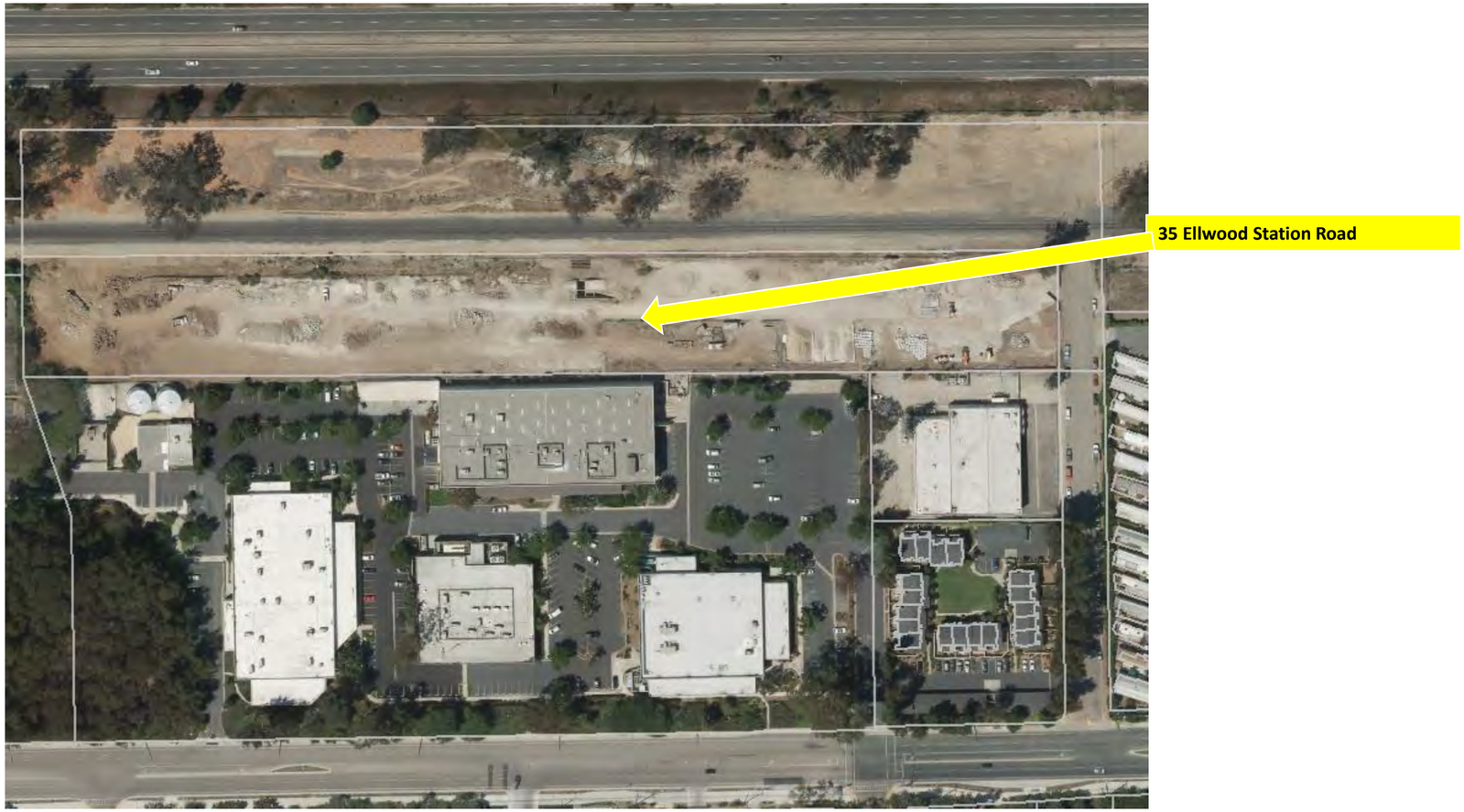
This page intentionally left blank.

ELLWOOD RV/BOAT/CONTRACTOR OUTDOOR STORAGE

CASE NO.: 20-0003-CUP

July 11, 2022
City of Goleta
Planning Commission Meeting

Vicinity Map – 35 Ellwood Station Road

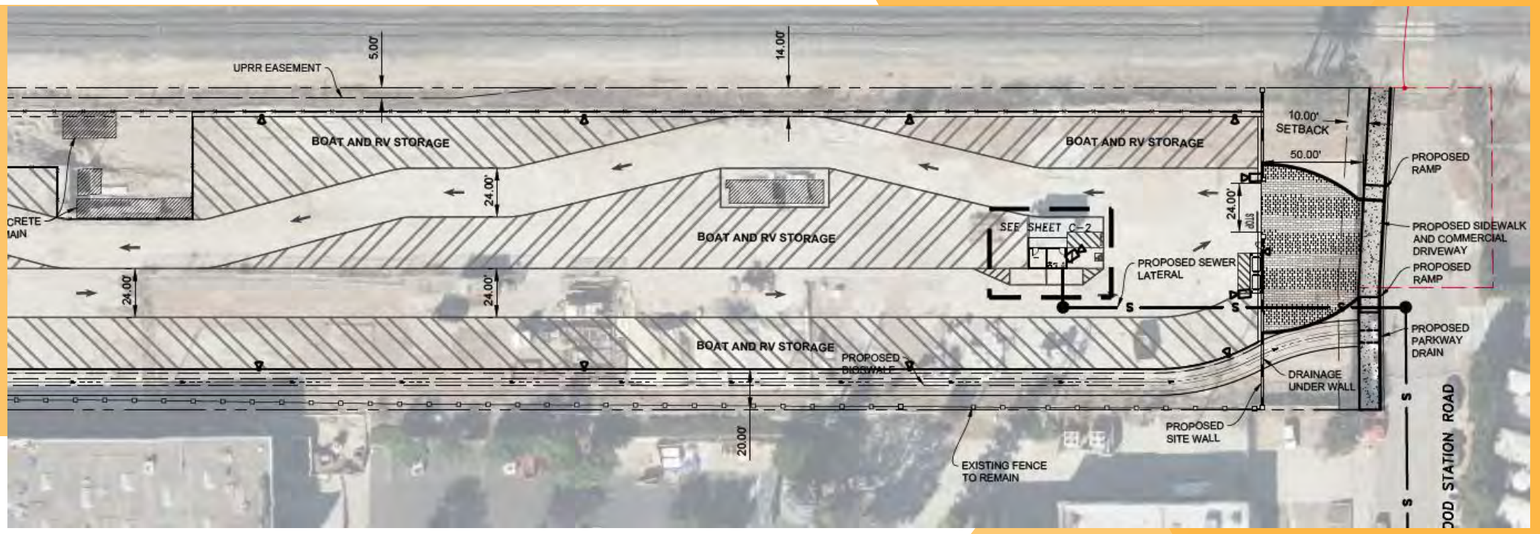


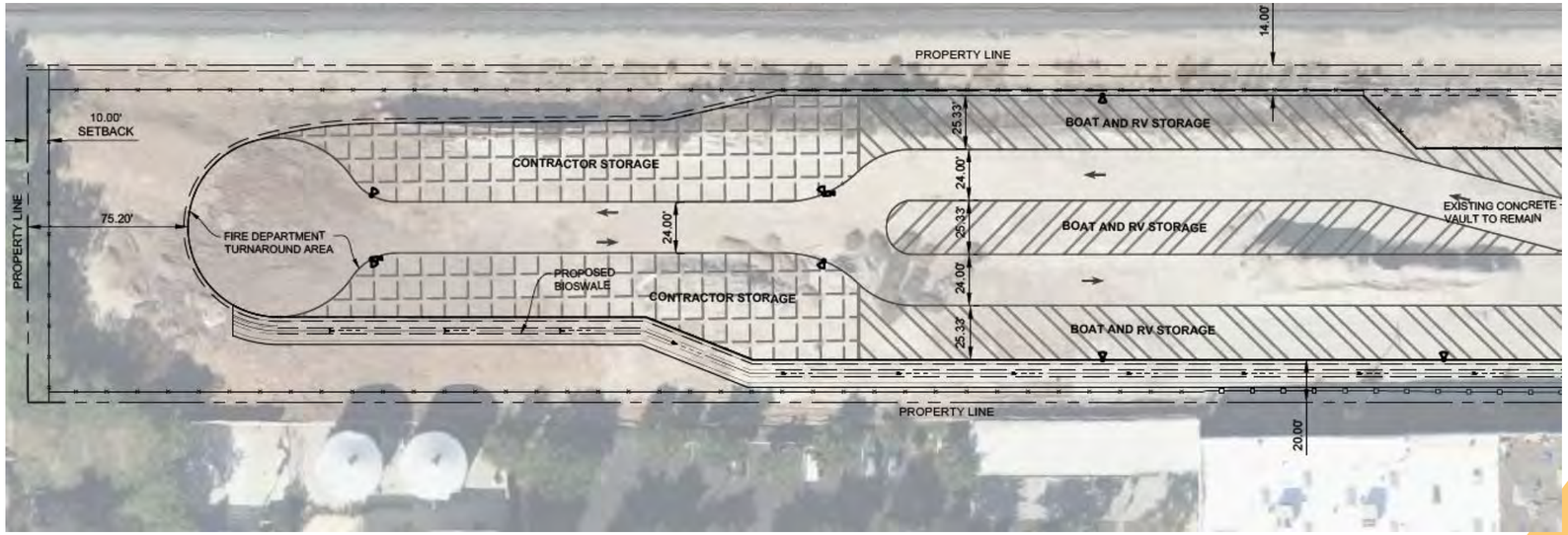
Approval Requested:

- Major Conditional Use Permit (CUP) to allow the reuse of the site for a mix of outdoor storage uses with ancillary improvements (remodeled bathroom, parking, security lighting, landscaping, etc.) on the 4.9-acre site.

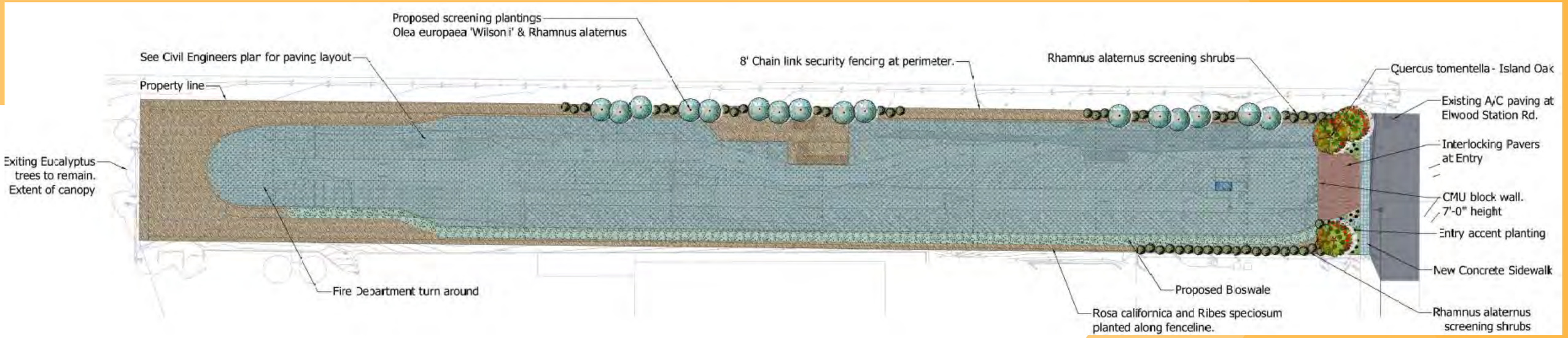
- The CUP would allow 170 storage spaces for Recreational Vehicles/Boats and 13 Contractor storage spaces

Improvement Plan





Landscaping Plan

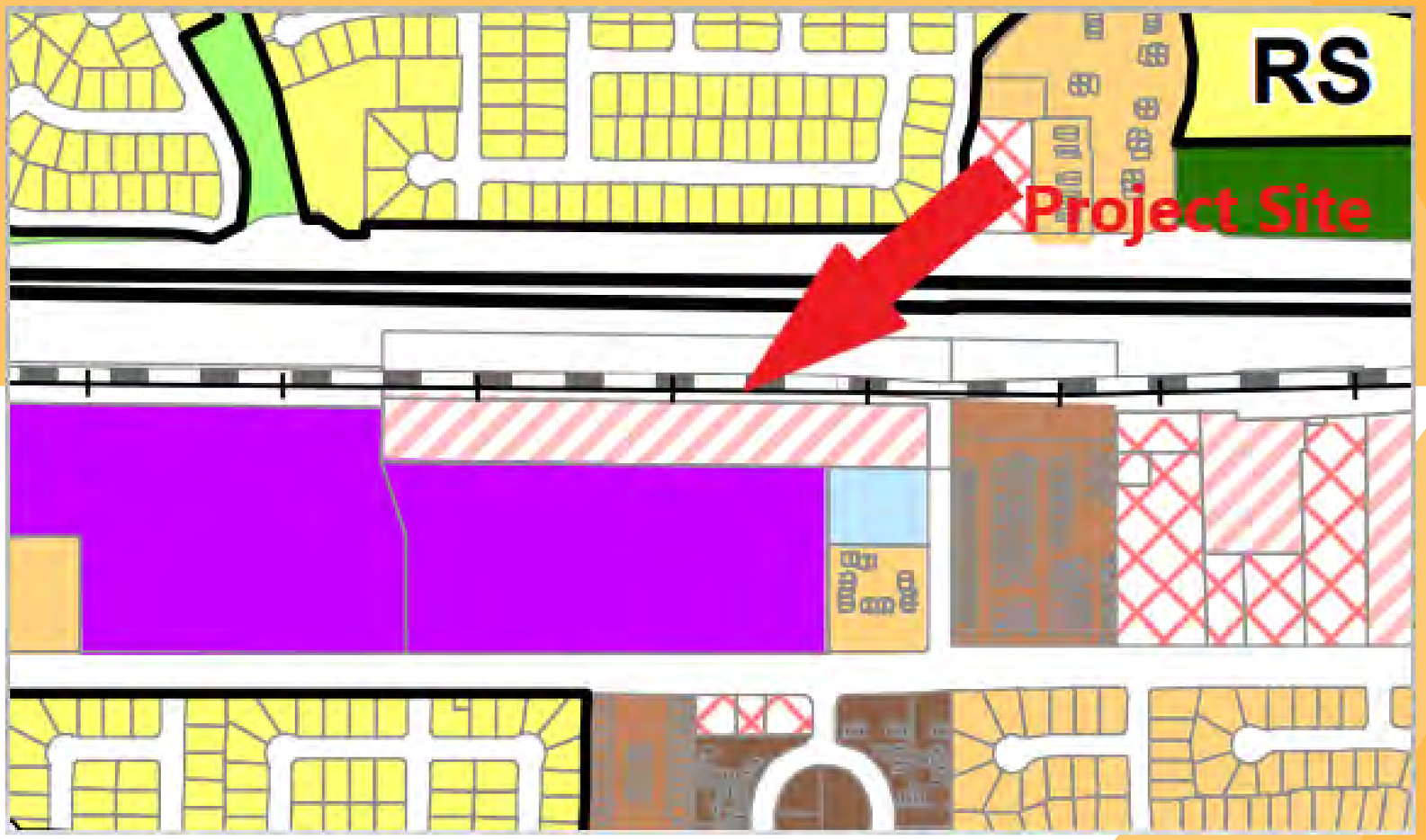


Landscaping Renderings

CEQA:

- Notice of Exemption prepared per CEQA requirements.
- Categorical Exemption: Infill Development Projects *§15332.*
  - Substantially developed site within urban context.
  - Consistent with General Plan/Zoning Ordinance
  - Site does not contain habitat for endangered, rare or threatened species.
  - No significant impacts related to traffic, noise, air quality or water quality.

General Plan/Zoning Designations



CG General Commercial

Findings- Major Conditional Use Permit

- Low intensive use
- Adequate infrastructure and public services
- Adequate parking, access, and circulation
- Complies with all development standards
- No violations
- Legal lot and lot is adequate size and shape
- No significant environmental impacts

Conclusion:

- The Project is consistent with the General Commercial (CG) Land Use and Zoning Designation.
- The Project will not result in significant effects to the environment, as stated in the Notice of Exemption.
- The Project meets the findings required for the Conditional Use Permit, as outlined in the Resolution.

Recommendation:

That the Planning Commission:

- Adopt the Notice of Exemption.
- Adopt Resolution approving Conditional Use Permit 20-0003-CUP.