



PROJECT APPLICATION
CITY OF CARPINTERIA
COMMUNITY DEVELOPMENT DEPARTMENT

OFFICIAL USE ONLY

Project File Number

23-2254-DP/COP/ARB

Site/Zoning

CPD & REC

PROJECT LOCATION 499 & 399 Linden Avenue 004-105-011 & 026
(Address) (Assessor's Parcel Number)

GENERAL PROJECT DESCRIPTION: _____

A 36-room two-story hotel and a new 83-space parking lot.

Please see the Project Description.

PERMITS AND APPROVALS REQUESTED

- | | |
|--|---|
| <input type="checkbox"/> Architectural Review | <input type="checkbox"/> Second Dwelling Unit |
| <input checked="" type="checkbox"/> Certificate of Compliance | <input type="checkbox"/> Specific Plan |
| <input checked="" type="checkbox"/> Coastal Development Permit | <input type="checkbox"/> Subdivision (Tract/Parcel Map) |
| <input type="checkbox"/> Conceptual Review | <input type="checkbox"/> Variance |
| <input checked="" type="checkbox"/> Conditional Use Permit | <input checked="" type="checkbox"/> Fire Protection Certificate Application |
| <input checked="" type="checkbox"/> Development Plan | Other _____ |
| <input type="checkbox"/> GP/LCP Amendment | <input type="checkbox"/> |
| <input type="checkbox"/> Rezone | <input type="checkbox"/> |

The City charges 100% of its costs of processing to the applicant. Prior to receiving any permits, applicant shall reimburse City for all processing costs. The City will review the application for completeness and will notify the applicant within 30 days of submittal of a complete or incomplete application.

PROPERTY OWNER CONSENT: I, City of Carpinteria, hereby authorize

(1) Property Owner Name Printed

499 Linden Managers, LLC to submit the attached application.

(2) Applicant Name Printed

(1) [Signature] Property Owner Signature (Required)

Date

9/25/23

Dave Durlinger, City Manager

AGENT AUTHORIZATION: I, _____, hereby authorize _____

(2) Applicant Name Printed

(3) Agent Name

to act as my agent and to bind me in all matters concerning this application.

RECEIVED

SEP 13 2023

COMMUNITY DEVELOPMENT
DEPARTMENT

(2) Applicant Signature

Date

CITY OF CARPINTERIA
PROJECT APPLICATION AGREEMENT FOR PAYMENT OF DEPOSIT AND
PAYMENT OF PROCESSING FEES AND CONSULTANT COSTS

The parties to this agreement are as follows:

| | | |
|---|-----------------------------|------------------------|
| (1) PROPERTY OWNER: | City of Carpinteria | (805) 684-5405 |
| | Printed Name | Phone/Fax/e-mail |
| | 5775 Carpinteria Avenue | Carpinteria, CA 93013 |
| | Mailing Address | City/State/Zip Code |
| | Telephone Number | Email Address |
| (2) APPLICANT: | 499 Linden Managers, LLC | (805) 570-5255 |
| If different from owner. | Printed Name | Phone/Fax/e-mail |
| | 1072 Casitas Pass Road, 172 | Carpinteria, CA 93013 |
| | Mailing Address | City/State/Zip Code |
| | (805) 570-5255 | 499lindenllc@gmail.com |
| | Telephone Number | Email Address |
| (3) AGENT: | NA | |
| If different from owner. | Printed Name | Phone/Fax/e-mail |
| | Mailing Address | City/State/Zip Code |
| | Telephone Number | Email Address |
| (4) FINANCIALLY RESPONSIBLE PARTY: | 499 Linden Managers, LLC | (805) 570-5255 |
| | Printed Name | Phone/Fax/e-mail |
| | 1072 Casitas Pass Road, 172 | Carpinteria, CA 93013 |
| | Mailing Address | City/State/Zip Code |
| | (805) 570-5255 | 499lindenllc@gmail.com |
| | Telephone Number | Email Address |

Received from Owner and/or Applicant the sum of \$_____ as a deposit for costs associated with this application.

In this agreement, APPLICANT shall refer collectively to the project applicant, agent and financially responsible party.

CITY shall refer to the City of Carpinteria, its staff and its agents.

PROJECT shall refer to the proposed development or activities in the attached application.

CONSULTANT shall refer to any contracted person or firm hired to provide services, studies or analysis as necessary to meet local, state or federal law.

The parties of this agreement, by payment of this deposit and submittal of the attached application, desire the processing of this project application to be continuous, uninterrupted and efficient.

The APPLICANT understands and agrees that Government Code §65104 authorizes CITY to charge and collect all processing fees including consultant costs as part of the application fee charged for THE PROJECT and that a signed agreement for payment of all processing fees and consultant costs and an initial deposit submitted to the CITY is a condition precedent to a determination of application completeness under Government Code §65943 and to continued, uninterrupted processing of THE PROJECT.

The APPLICANT understands and agrees that once an application is determined to be complete, CITY has a mandatory duty under Government Code §65950 to exercise its discretion to approve, conditionally approve or deny THE PROJECT within statutory time limits, and that it is impractical for CITY to complete processing or present sufficient information

to the Review Authority to enable the Review Authority to make legally required findings for PROJECT approval, unless costs are paid in full prior to decision.

APPLICANT and CITY agree that because of the size, nature or scope of the proposed PROJECT, it is impossible to ascertain the full extent of the costs involved in processing the application and preparing necessary environmental documentation upon initiation of case processing. APPLICANT and CITY further agree that it is in the interest of the parties and the intent of this agreement to: a) permit payment of a deposit of a portion of the estimated case processing fees prior to a determination of application completeness; b) permit subsequent periodic billings and payments as necessary to keep a positive balance on account; and c) permit subsequent deposits as necessary to fund consultant costs. APPLICANT agrees it will be benefited by retaining greater cash liquidity and will make additional payments upon notification by CITY when they are necessary. CITY agrees it will be benefited through the greater certainty of recovering its full costs to process APPLICANT's application. CITY further agrees that all fees charged to APPLICANT under this agreement shall comply with Government Code §65104.

The APPLICANT understands and agrees that, prior to the processing of this application: 1) Financially Responsible Party must pay in full any and all outstanding City fees and exactions due and owing to the City related to this or any of Property Owner's or financially responsible party's other real property and 2) Applicant must deposit with the City an amount as provided in the applicable City of Carpinteria fee schedule.

The APPLICANT further understands and agrees that the CITY charges 100% of its cost of processing this application against the deposit(s). Cost of processing may include but shall not be limited to, City staff time and the services of the City's contract employees such as the City Engineer, City Attorney, City Biologist and other contractors who provide specialized services to the City relating to the project application, such as environmental review. Administrative and overhead costs will also be charged pursuant to the City's 2011 adopted fee schedule (currently between \$90-350 per hour for professional staff and \$75-185 per hour for support staff). Should the cost of processing exceed the deposit the City reserves the right to require additional deposits to cover the excess. If, after all conditions have been complied with and all permits issued, the deposits are in excess of the costs of processing, such excess will be returned to applicant upon request.

The APPLICANT agrees that "consultant costs" includes those reasonably necessary to satisfy CITY's duty to meet the requirements of the California Environmental Quality Act (CEQA) and the CITY CEQA Guidelines resulting in preparation of environmental documents such as Environmental Impact Reports, and Negative Declarations. In the event the project is approved, APPLICANT further agrees that "consultant costs" also includes the reasonable cost of any necessary, special studies or programs pursuant to permit project conditions, including any condition requiring participation in the permit compliance program, to assess APPLICANT's compliance with its permit conditions, during both construction and operation where necessary. CITY shall retain and contract necessary services of environmental and technical consultants (hereinafter CONSULTANT), after consultation with APPLICANT, consistent with CITY's normal contracting procedures. APPLICANT further agrees that it shall deposit with CITY 100% of CONSULTANT Base Contract amount plus any funds required for contingency or a lesser amount as agreed by the CITY and the APPLICANT. CITY shall use these funds to meet the projected cost for completion of tasks as contracted with CONSULTANT. APPLICANT agrees that the adequacy of performance of CONSULTANT and the extent of payment to CONSULTANT for its work shall be determined by CITY after consultation with APPLICANT. APPLICANT agrees that all decisions concerning the preparation of contractual documents lies with the CITY through its designated representatives.

Please indicate the recipient of a refund in the event there are excess funds remaining in the project account after the project has been completed, closed or withdrawn.

REFUND RECIPIENT: 499 Linden Managers, LLC

Printed Name

1072 Casitias Pass Road, 172

Carpinteria, CA 93013

Mailing Address

(805) 570-5255

City/State/Zip Code

499lindenllc@gmail.com

Telephone Number

Email Address

The FINANCIALLY RESPONSIBLE PARTY will be sent a periodic statement on active accounts setting forth the costs of processing and status of any deposits or other credits received. Payment of the balance of this statement must be received by the City within thirty (30) days of the date of the statement. Should payment of the balance not be made in a timely manner, the City may discontinue processing of this application, including but not limited to, review of the application by the Architectural Review Board, Community Development Director, Planning Commission and/or City Council, the preparation of staff reports, or the issuance of any permits until such time as payment is received. Further, interest will accrue monthly on any outstanding balance at the rate of 10% per annum or the prevailing legal rate. No permits will be issued to applicant until such time as the City is reimbursed for all fees, costs and expenses incurred in processing the application.

In the event that the APPLICANT withdraws the application, the FINANCIALLY RESPONSIBLE PARTY understands that he/she will be billed for any outstanding amount due. The FINANCIALLY RESPONSIBLE PARTY agrees to pay such invoices within 30 days of the billing notice.

This Agreement shall be read and interpreted in conjunction with the City of Carpinteria Community Development Department Project Application, by this reference incorporated herein.

The FINANCIALLY RESPONSIBLE PARTY agrees to pay all attorneys' fees and costs incurred by the City in collecting said fees. The FINANCIALLY RESPONSIBLE PARTY also understands that if the deposit amount has not been exceeded, the Refund Recipient will receive a refund of the remaining amount upon completion of the project.

I acknowledge that I have read and understand this Agreement and will comply with its terms and conditions and I represent the common interests of the APPLICANT.


(2) Applicant Signature

499 Linden Managers, LLC, by R. W. Hollis, Jr, it's Manager

(2) Applicant Printed Name

9-13-2023
Date


(4) Financially Responsible Party Signature

499 Linden Managers. LLC. by R.W.Hollis,Jr, It's Manager

(4) Financially Responsible Party Printed Name

9-13-2023
Date

PROPERTY INFORMATION

1. Site area 30,000 & 32,025 sq. ft. 0.69 & 0.74 acres
2. Site dimensions approximately 300' x 100' & 427' x 75'
3. Lot features (sloping, flat, next to a creek, etc.) _____
Flat, Linden Ave to East, 5th Street to North and UPRR to South / Flat, Linden Ave to East, UPRR to North, Commercial to South.
4. Amount of grading proposed (in cubic yards) 350 & 60

B. LAND USE INFORMATION

1. Existing use(s) of property City Parking Lot #3, public restroom(s) & vacant lot
2. Proposed use(s) of property Hotel & new parking lot [inc. Public restroom(s)]
3. How are adjacent properties used?
North 5th Street & Commercial / Railroad South Railroad/Commercial & Residential
East Linden Ave West Parking Lot #3/vacant lot
4. Describe your project _____
A 36-room, two-story hotel and a new 83-space parking lot
Please refer to the Project Description.
5. Are there any restrictions (deed restriction, easements, etc.) that affect the property? If so, what are they? None.
6. If this a request for a variance, is it for
_____ setback _____ lot coverage _____ parking _____ height
_____ other (explain) _____
- 6A. Why do you feel this variance is justified? _____
NA

C. PROJECT INFORMATION

1. ALL PROJECTS

| | Square Feet | | Percent of Site | |
|--|-------------------|---------------------------|-----------------|-----------------|
| | <i>Existing</i> | <i>Proposed</i> | <i>Existing</i> | <i>Proposed</i> |
| Lot coverage (area covered by buildings, including garage) | 153 Restrooms / 0 | 15,454 / 136 SF Restrooms | 0.004/0 | 51.5/0.004 |
| Area paved or used for parking, including walkways, patios, etc. | 29,500/0 | 656/25,834 | 98/0 | 0.5/71 |
| Area landscaped | 2,132/0 | 14,916/9,161 | 2/0 | 0.48/28.6 |
| TOTAL | 30,000/32,025 | 30,000/32,025 | 100% | 100% |

2A. EXISTING BUILDINGS

Number existing building(s) 1* Height(s) 9' Number of stories 1
 Accessory structures and uses * public restrooms
 Ground floor area 153 sq. ft. Second-story floor area 0 sq. ft.
 Total floor area of each building 153 sq. ft.
 Total floor area of all buildings 153 sq. ft.

2B. PROPOSED BUILDINGS

Number of new buildings 1 New accessory structures 1
 Building height(s) 28'-8" / 9' Number of stories 2 + Roof Terrace/1
 Ground floor area 15,456 / 136 gross sq. ft. Second-story floor area 13,081 sq. ft.
 Total floor area of each new building 28,075 / 136 sq. ft.
 Total floor area of all new buildings 28,075 / 136 sq. ft.

3. RESIDENTIAL

Number of existing units 0 Schedule of unit sizes _____
1 bdrm 2 bdrm 3 bdrm 4 + bdrm
 Range of sale prices or rents _____
 Number of proposed units 0 Schedule of unit sizes _____
1 bdrm 2 bdrm 3 bdrm 4 + bdrm
 Range of sale prices or rents NA

4. COMMERCIAL/INDUSTRIAL

Existing improvements and use(s) City Parking Lot #3 - Public Restrooms & vacant lot.

| | | | |
|--------------------------|---------------|-------------------|---------|
| Existing net floor area: | Office | <u>0</u> | sq. ft. |
| | Retail | <u>0</u> | sq. ft. |
| | Warehouse | <u>0</u> | sq. ft. |
| | Manufacturing | <u>0</u> | sq. ft. |
| | Other | <u> </u> | sq. ft. |

| | | | |
|---------------------|---------------|-------------------|---------|
| New net floor area: | Office | <u> </u> | sq. ft. |
| | Retail | <u>0</u> | sq. ft. |
| | Warehouse | <u>0</u> | sq. ft. |
| | Manufacturing | <u>0</u> | sq. ft. |
| | Other | <u>28,075</u> | sq. ft. |

Number of tenant (lease) spaces 2 Hours of operation 6 to 11/9 to 5

Number of employees per shift 10 -14 Number of shifts per day 3

Loading facilities 0

Type(s) of business(es) to occupy tenant space(s) Cafe/Restaurant and Visitor Center

5. PARKING

Number of existing: garage spaces 0 carport 0 uncovered 60/0

Number of new: garage spaces 0 carport 0 uncovered 0/83

Number of handicapped spaces: existing 4/0 proposed 5/4

Number of bicycle parking spaces: existing 0 proposed 18

Number of loading facilities: existing 0 proposed 0

6. TREES, SHRUBS AND VEGETATION (show on site plan)

Existing trees (type, height, diameter at breast height), shrubs and other vegetation on site

A total of 37 existing trees (combination of trees and palms),

and existing ornamental plantings at the existing parking lot,

are located within the limit of work.

Trees, shrubs and vegetation to be removed 14 existing trees are slated
for removal, as well as the existing shrubs and groundcover.

Proposed new landscaping _____
25,888 SF total landscape area is proposed (14,916 SF onsite ground-level plantings,
9,161 SF offsite ground-level plantings, and 1,811 SF roof-level plantings). _____
55 new trees are proposed. _____

7. Storm Water Management Program

Projects with new or replaced impervious (hard) surface may be subject to City of Carpinteria storm water requirements. Plans and data sheets shall be submitted in accordance with the project tier.

Please identify the project tier:

- ☐ Tier 1 Projects that create or replace 2,500 square feet or more of impervious surface*
399 Linden
☒ Tier 2 Projects that create or replace 5,000 square feet of net impervious surface*

☐ Tier 3 Projects that create or replace 15,000 square feet or more of impervious surface*
499 Linden
☒ Tier 4 Projects that create or replace 22,500 square feet of impervious surface*

*Please refer to the County of Santa Barbara Stormwater Technical Guide, which can be found at <http://www.sbprojectcleanwater.org/development.aspx?id=76>.

For questions, please call the Department of Public Works Environmental Coordinator at (805) 880-3415.

D. ENVIRONMENTAL INFORMATION

1. Address of project: 499 & 399 Linden Avenue
2. List and describe any other related permits and other public approvals required for this project, including those required by city, regional, state and federal agencies:
None
3. Is this property identified in the Hazardous Waste Substance Sites List, which was prepared by the State Office of Planning and Research? ☐ Yes ☒ No
4. Are there any dangerous, explosive, flammable or hazardous chemicals and/or processes to be used or stored on this property? ☐ Yes ☒ No

If yes, describe: _____

5. Proposed scheduling for the project: TBD

6. Anticipated incremental development: TBD

Are any of the following items applicable to the project or its effects? Discuss below all items checked yes.

| | Yes | No |
|---|--------------------------|-------------------------------------|
| 7. Change in existing features of any tidelands, beaches, or hills, or substantial alteration of ground contours. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 8. Change in scenic views or vistas from existing residential areas or public lands or roads. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Change in pattern, scale, or character of general area of project. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 10. Significant amounts of solid waste or litter. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 11. Change in dust, ash, smoke, fumes, or odors in vicinity. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 12. Change in ocean, stream, or ground water quality or quantity, or alteration of existing drainage patterns. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 13. Substantial change in existing noise or vibration levels in the vicinity. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 14. Site on filled land or on slope of 10% or more. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 15. Use or disposal of potentially hazardous materials such as toxic substances, flammables, or explosives. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 16. Substantial change in demand for municipal services (police, fire, water, sewage, etc.). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Substantial increase in fossil fuel consumption (electricity, oil, natural gas, etc.). | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 18. Relationship to larger project or series of projects? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

19. Please discuss any items that were checked yes (*attach additional sheets as necessary*):

20. Describe the project site as it exists currently, including information on topography, soil stability, plants and animals, and any cultural, historical or scenic aspects. Describe any existing structures on the site, and the use of the structures.

Please refer to the Project Description.

21. Describe the surrounding properties, including information on plants and animals and any cultural, historical or scenic aspects. Indicate the type of land use, intensity of land use (one-family, apartments, restaurants, shops, etc.), and scale of development (height, setbacks, rear yard, etc.).

Please refer to the Project Description.

Certification

I hereby certify that the statements furnished above and in the attached exhibits present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.

Date 9-13-2023

Signature 

Name Richard W. Hollis, Jr.
Printed Name

For 499 Linden Managers, LLC
Printed Name



HISTORIC ROOTS, BRIGHT FUTURE

499 Linden Managers, LLC

September 13, 2023

HAND DELIVERED

City of Carpinteria
Dave Durflinger
City Manager
5775 Carpinteria Avenue
Carpinteria, CA 93013

Re: Permit Application
Lease Disposition and Development Agreement, dated July 19, 2021

Dear Mr. Durflinger,

Enclosed, please find our Permit Application ("Application") for your signature as property owner.

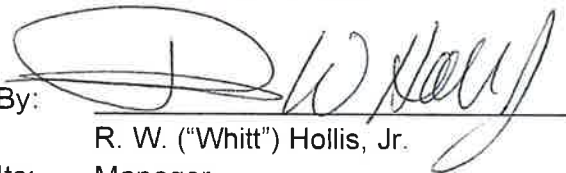
As you remember, during the City Council's November 29, 2021 Special Meeting, they:

...accept(ed) the revised Surfliner Inn Project (Project Plans) for use in the Surfliner Inn Project's DP/CDP application and authorized the City Manager to sign the development application on behalf of the City as property owner for submittal to the City's Community Development Department for City Development Review. *City Council Special Meeting Minutes, November 29, 2021, Page 2.*

Please let us know should you have any questions.

Thank you,

499 Linden Managers, LLC

By: 
R. W. ("Whitt") Hollis, Jr.
Its: Manager

Enclosure: Project Application, dated September 13, 2023
CC: Nick Bobroff, City of Carpinteria
Syndi Souter, City of Carpinteria

Via Email:
CC: Brownstein Hyatt Farber Schreck, LLP, Attention: Jena Acos
Eisner, LLP, Attention: Sam Zodeh, Esq.

RECEIVED
SEP 13 2023
COMMUNITY DEVELOPMENT
DEPARTMENT

Syndi Souter

From: Whitt Hollis <whitt.hollis@gmail.com>
Sent: Friday, September 22, 2023 7:12 AM
To: Nick Bobroff
Cc: Syndi Souter; Jeff Theimer
Subject: Re: Surfliner Inn - Project Application, dated September 13, 2023

****EXTERNAL EMAIL****

CAUTION: This email originated from outside the City of Carpinteria. DO NOT OPEN attachments or CLICK on links unless you are sure they are safe. Remember, reputable vendors, banks, etc. will not ask you to disclose passwords or other sensitive information.

Nick,
We have determined to withdraw the Tentative Parcel Map from our application.
We believe this should resolve any question regarding the application being consistent with the Council's approval and hope it will be executed.
Once signed would you please forward a copy along with the assigned number?
Thanks,
Whitt

On 19 Sep 2023, at 12:13 pm, Nick Bobroff <nickb@carpinteriaca.gov> wrote:

Hi Whitt,
Thank you for the clarification on the revisions to the building plans themselves. This description reflects our own internal review.
It would still be helpful, however, if your summary of changes was expanded in its scope to address the entirety of the project application. For example, at minimum, we know the application that was submitted last week also included the proposed lot split and new underground stormwater cistern, neither of which I believe were included in previous Council deliberations. If there are other changes to the overall project description since the time of Council authorization, these should be identified and included in your summary to help facilitate the City Manager's review and ability to sign the project application on behalf of the Council.
Thanks again,

<image001.jpg> **Nick Bobroff**
Director, Community Development Department
City of Carpinteria
5775 Carpinteria Ave, Carpinteria, CA 93013
Direct Line: (805) 755-4407 | nickb@carpinteriaca.gov
CarpinteriaCA.gov