

**CITY OF LOMPOC  
PLANNING COMMISSION STAFF REPORT**



**DATE:** MARCH 13, 2013  
**TO:** MEMBERS OF THE PLANNING COMMISSION  
**FROM:** KEITH C. NEUBERT, PRINCIPAL PLANNER  
**RE:** DR 13-01 – SIGN PROGRAM

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**AGENDA ITEM NO. 1**

A request by Jessica Beckman of Peregrine Realty Partners, the property owner, for Planning Commission review and consideration of a Sign Program for the Santa Rita Hills Wine Center. The project is located at 300 North Twelfth Street (Assessor Parcel Number: 99-141-34) in the *Business Park (BP)* Zoning District. This action is exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA).

**SCOPE OF REVIEW:**

The Planning Commission is being asked to consider:

- If the sign program meets standards set forth in the Zoning Ordinance;
- If the required Findings of Fact can be made; and
- If the Conditions of Approval are appropriate for the project.

**PLANNING COMMISSION ACTION:**

1. Adopt Resolution No. 749 (13) approving DR 13-01, based upon the Findings of Fact in the Resolution and subject to the attached draft Conditions of Approval; or
2. Provide alternative direction.

**SITE DATA:**

1. Property Owner ..... Santa Rita Hills Wine Center
2. Site Location ..... 300 North Twelfth Street
3. Assessor Parcel Number..... 99-141-34

- 4. Site Zoning ..... Business Park (BP)
- 5. General Plan Designation ..... Business Park
- 6. Site Use..... Existing Wine Center
- 7. Surrounding Uses/Zoning..... North: Vacant (PCD/R-2, PD)  
 South: Vacant (PCD)  
 East: Vacant (PCD)  
 West: Industrial (I)
- 8. Project Area ..... Approximately 8.8 acres

**ANALYSIS:**

On March 14, 2012, the Planning Commission approved a Development Plan for the Santa Rita Hills Wine Center (DR 12-01). A Condition of Approval was placed on the project requiring review and approval of a Sign Program by the Planning Commission prior to installation of signage on the site.

The purpose of a Sign Program is to create consistency among signage and have an overall general continuity for the shopping center. The Sign Regulations define a Sign Program as a *coordinated design plan of one or more signs for an individual business establishment or a business center*. After an approved Sign Program has been established for a business center, the individual tenants are able to install signs which conform with the approved Sign Program by a simple permit process.

The applicant is proposing signage consistent with the City Sign Regulations in Zoning Ordinance Section 17.108:

Zoning Ordinance Requirement	Proposed Sign Program
Total sign area shall not exceed two (2) square feet for each lineal foot of street area or occupancy frontage. In no case shall the allowable sign area exceed three hundred (300) square feet.	Two (2) on-building signs per tenant – one (1) primary identification sign and one (1) bracket sign. Total sign area not to exceed three hundred (300) square feet per building.
Three (3) colors / four (4) colors if sign contains a registered trademark or logo; background color, black, white are considered colors.	Three (3) colors / four (4) colors if sign contains a registered trademark or logo - as proposed by the tenant.

**Proposed Signage:**

Each tenant/owner may provide one (1) primary identification on-building sign and one (1) on-building bracket sign in accordance with the Sign Program. On-building primary identification signs shall be a maximum 1-foot high and shall be 1.5 inches thick sandblasted redwood mounted above the entrance. On-building bracket signs shall be 16 inches high and 24 inches wide. On-building bracket signs shall be 1.5 inches thick double-sided sandblasted redwood and shall be mounted to a wrought iron wall bracket to the left of the primary identification signs. Other criteria are as follows:

1. Sign width shall not exceed 60% of leasehold width.
2. Secondary signage shall not be allowed (e.g. signage beyond name of business).
3. Logos, marks or illustrations located on building may be a maximum of 30% of the net sign area.
4. Signs may have a maximum of three (3) colors; four (4) colors if the sign includes a registered trademark or logo.
5. Sign background shall be stained with dark teak oil. Sign border color shall be determined by the Landlord.

**Proposed Signage**



Sample Layout - 12" x 96"  
5" Upper case Letters  
Sandblasted Redwood 1.5" thick  
Wall mounted above Entrance



16" x 24"  
Sandblasted Redwood 1.5" thick  
Mounted to Wroth Iron Wall Bracket  
Double-sided

Monument signage is not currently a part of the proposal. An amendment to the sign program, approved by the Planning Commission, would be required if monument signage is desired in the future.

As proposed, the sign program is consistent with the Zoning Ordinance.

**STAFF REVIEW:**

A Development Review Board (DRB) Meeting was not held to review this project, as this sign program was required by a condition of approval of a previously approved Development Plan.

**ENVIRONMENTAL REVIEW:**

*Section 15311 Accessory Structures* of the California Environmental Quality Act (CEQA) exempts signs from environmental review. A Notice of Exemption will be filed on this project pursuant to CEQA requirements following the Planning Commission action.

**NOTICING:**

On March 1, 2013:

- 1) Notice of the Public Hearing was published in the Lompoc Record;
- 2) Notices were mailed to property owners within 300 feet by US mail;
- 3) Notices were placed on the City website; and
- 4) The project site was posted by City staff.

**APPEAL RIGHTS:**

Any person has the right to appeal the Planning Commission action to the City Council within ten (10) calendar days of the action. Contact a Planning Division staff member for the required appeal form; the fee is \$257.80.

**ATTACHMENTS:**

1. [Draft Resolution No. 749 \(13\)](#) and [Conditions of Approval](#)
2. [Draft Sign Program](#)

Staff Report has been reviewed and approved for submission to the Planning Commission			
Teresa Gallavan Economic Development Director / Assistant City Administrator	Date	Lucille T. Breese, AICP Planning Manager	Date

RESOLUTION NO. 749 (13)

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LOMPOC APPROVING A SIGN PROGRAM FOR THE SANTA RITA HILLS WINE CENTER LOCATED AT 300 NORTH TWELFTH STREET (DR 13-01)**

**WHEREAS**, a request was received by Jessica Beckman of Peregrine Realty Partners, the property owner, for Planning Commission review and consideration of a Sign Program for the Santa Rita Hills Wine Center. The project is located at 300 North Twelfth Street (Assessor Parcel Number: 99-141-34) in the *Business Park (BP)* Zoning District; and

**WHEREAS**, the request was considered by the Planning Commission at a duly-noticed public meeting on March 13, 2013; and

**WHEREAS**, at the meeting of March 13, 2013, \_\_\_\_\_, was present and available to answer Planning Commissioners' questions and address their concerns; and

**WHEREAS**, at the meeting of March 13, 2013, \_\_\_\_\_ spoke in favor of, and \_\_\_\_\_ spoke in opposition to, the project; and

**WHEREAS**, this project is categorically exempt pursuant to the provisions of the California Environmental Quality Act (CEQA).

**NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF LOMPOC RESOLVES AS FOLLOWS:**

**SECTION 1:** After hearing testimony, considering the evidence presented, and due deliberation of the matters presented, the Planning Commission finds that:

- A. Inasmuch as the proposed Sign Program will provide an acceptable design for the center signage and comply with the City's sign regulations, it can be found that
  - 1. The proposed Sign Program complies with the City Zoning Ordinance.

**SECTION 2:** Based upon the foregoing the Sign Program is approved as proposed on March 13, 2013, subject to the conditions attached as Exhibit A which are incorporated by reference as if fully set forth herein.

The foregoing resolution, on motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, was adopted at the regular Planning Commission meeting of March 13, 2013, by the following vote:

**AYES:**

**NOES:**

\_\_\_\_\_  
Lucille T. Breese, AICP, Secretary

\_\_\_\_\_  
Ron Fink, Chair

Attachment: [Exhibit A – Conditions of Approval](#)

**CONDITIONS OF APPROVAL  
DR 13-01 – 300 NORTH TWELFTH STREET  
SIGN PROGRAM (APN: 99-141-34)**

The following Conditions of Approval apply to the Sign Program reviewed by the Planning Commission on March 13, 2013.

**I. PLANNING**

**Planning - General Conditions**

- P1. All applicable provisions of the Lompoc City Code are made a part of these conditions of approval in their entirety, as if fully contained herein.
- P2. In conformity with Sections 17.140.010, 17.152.010, and 17.152.020 of the Lompoc City Zoning Ordinance, the violation of any condition listed herein shall constitute a nuisance and a violation of the Lompoc City Zoning Ordinance and the Lompoc City Code. In conformity with Section 1.24.010 and 1.24.060 of the Lompoc City Code, a violation of the Lompoc City Code and the Lompoc City Zoning Ordinance is a misdemeanor and shall be punishable as provided by law. In addition to criminal penalties, the City may seek injunctive relief to specifically enforce the Conditions of Approval. The applicant agrees to pay for all attorney's fees and costs, including, but not limited to, staff time incurred by the City in obtaining injunctive relief against the applicant as a result of a failure of the applicant to fully perform and adhere to all of the Conditions of Approval.
- P3. Owner agrees to and shall indemnify, defend, protect, and hold harmless City, its officers, employees, agents and representatives, from and against any and all claims, losses, proceedings, damages, causes of action, liabilities, costs and expenses, including reasonable attorney's fees, arising from or in connection with, or caused by (i) any act, omission or negligence of Owner, or their respective contractors, licensees, invitees, agents, sublessees, servants or employees, wherever on or adjacent to the Property the same may occur; (ii) any use of the Property, or any accident, injury, death or damage to any person or property occurring in, or on or about the Property, or any part thereof, or from the conduct of Owner's business or from any activity, work or thing done, permitted or suffered by Owner or its sublessees, contractors, employees, or invitees, in or about the Property, other than to the extent arising as a result of City's sole active negligence or to the extent of any willful misconduct of the City; and (iii) any default in the performance of any obligations of Owner's part to be performed under the terms of this Agreement, or arising from any negligence of Owner, or any such claim or any action or proceeding brought thereon; and in case any action or proceedings be brought against the City, its officers, employees, agents and representatives, by reason of any such claim, Owner, upon notice from City, shall defend the same at its expense by counsel reasonably satisfactory to City.

Owner further agrees to and shall indemnify, defend, protect, and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions brought by any third party to challenge the Project or its approval by the City, including environmental determinations. Such indemnification shall include any costs and expenses incurred by Agency and City in such action(s), including reasonable attorney's fees.

- P4. The applicant is advised that certain fees and charges will be collected by the City prior to issuance of building permits.

**Planning - Project Specific Conditions**

- P5. All tenants shall obtain necessary permits from the Building and Planning Divisions, prior to installation of signage, based on the criteria established in the Sign Program.
- P6. Monument signage is not a part of the proposal. An amendment to the sign program, approved by the Planning Commission, would be required if monument signage is desired in the future.

I, Jessica Beckman of Peregrine Realty Partners, the property owner, do hereby declare under penalty of perjury that I accept all conditions imposed by the Planning Commission in their approval of the Sign Program. As a representative of the property owner, I agree to comply with these conditions and all other applicable laws and regulations at all times.

By: \_\_\_\_\_  
Jessica Beckman

\_\_\_\_\_  
Date



**SANTA RITA HILLS WINE CENTER  
300 NORTH TWELFTH STREET  
TENANT SIGN CRITERIA**

DRAFT

Approved:  
PC Reso No. 749 (13) March 13, 2013

**SANTA RITA HILLS WINE CENTER  
300 NORTH TWELFTH STREET  
TENANT SIGN CRITERIA**

**PURPOSE OF CRITERIA**

The purpose of these criteria is to establish standards and specifications to assure that all signage and the project as a whole will be consistent and enhance the identity of all the tenants at 1300 North Twelfth Street.

**A) SUBMITTALS AND APPROVALS**

1. Any questions or correspondence regarding this sign program should be directed to:

Peregrine Realty Partners  
1000 Quail Street, #290  
Newport Beach, CA 92660  
Telephone: (949) 271-1775  
Fax: (949) 622-0404

Prior to sign fabrication, Tenant or his sign contractor shall submit for Landlord approval three (3) sets of complete and fully dimensioned and detailed shop drawings. In addition to the aforementioned drawings, these submissions shall include elevations, color and material boards, and cross-sectional diagrams. All Tenant submittals shall be reviewed by Landlord and/or its agent for conformance with the provision of the City approved signage program.

2. Following Landlord's approval of proposed signage, Tenant or his agent shall submit to the City Planning Division three (3) sets of sign plans signed by Landlord. Planning Division clearance and, if required, a Building permit shall be obtained prior to installation of any signage.
3. Fabrication and installation of all signs shall be performed in accordance with the standards and specifications outlined in these criteria and in the final approved plans and shop drawings. Any work deemed unacceptable shall be rejected and shall be corrected or modified at Tenant's expense as required by the landlord or its agent.

**B) ON-BUILDING SIGNS**

1. Each tenant/owner may provide one (1) primary identification on-building sign and one (1) on-building bracket sign in accordance with the approved criteria.

2. On-building primary identification signs shall be a maximum 1-foot high. Signs shall be 1.5 inches thick sandblasted redwood mounted above the entrance.
3. On-building bracket signs shall be 16 inches high and 24 inches wide. Signs shall be 1.5 inches thick double-sided sandblasted redwood. Signs shall be mounted to a wrought iron wall bracket to the left of the primary identification signs.
4. Sign width shall not exceed 60% of leasehold width.
5. Secondary signage shall not be allowed (e.g. signage beyond name of business).
6. Logos, marks or illustrations located on building may be a maximum of 30% of the net sign area.
7. Signs may have a maximum of three (3) colors; four (4) colors if the sign includes a registered trademark or logo.
8. Sign background shall be stained with dark teak oil. Sign border color shall be determined by the Landlord.

#### **D) GENERAL SPECIFICATIONS AND REQUIREMENTS**

1. The total of all signage shall not exceed three hundred (300) square feet.
2. Signs shall be continuously maintained, without dark spots, damaged or frayed text, or manufacturing defects.
3. All signs are to be laid out so as to be proportionate to the area in which it is placed, as well as comply with the square footage limitations. Tenant signs should also be centered at the appropriate locations on the elevation so they would be balanced with the building as a whole. (Not necessarily centered on the Tenant space.) The appropriate location is to be coordinated with Landlord.
4. The Landlord reserves the right to reject any fabrication or installation that is below standard.
5. All building penetrations are to be sealed and completely waterproof.
6. Signs identifying a business no longer occupying a tenant space must be removed within ninety (90) days and the face of the building must be repaired.

7. No banners shall be utilized (exception would be “Grand Opening” banner for a maximum of thirty (30) days).

**E) PROHIBITED SIGNS**

Temporary wall signs, pennants, flags, over-roof signs, inflatable displays, exposed neon, secondary signage, or sandwich boards as listed in Section 17.108.080 of the City Sign Regulations.

Attachments:

[Exhibit A – Signage Details](#)

[Exhibit B – Tenant Sign Locations](#)

DRAFT



# *Sta. Rita Hills Wine Center*

Sample Layout - 12" x 96"

5" Upper case Letters

Sandblasted Redwood 1.5" thick

Wall mounted above Entrance

*Sta. Rita Hills*



*Wine Center*

16" x 24"

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