

**CITY OF SANTA BARBARA  
CITY COUNCIL**

**Helene Schneider**  
*Mayor*  
**Grant House**  
*Mayor Pro Tempore*  
**Bendy White**  
*Ordinance Committee Chair*  
**Das Williams**  
*Finance Committee Chair*  
**Dale Francisco**  
**Frank Hotchkiss**  
**Michael Self**



**James L. Armstrong**  
*City Administrator*

**Stephen P. Wiley**  
*City Attorney*

**City Hall**  
*735 Anacapa Street*  
<http://www.SantaBarbaraCA.gov>

**NOVEMBER 23, 2010  
AGENDA**

**ORDER OF BUSINESS:** Regular meetings of the Finance Committee and the Ordinance Committee begin at 12:30 p.m. The regular City Council meeting begins at 2:00 p.m. in the Council Chamber at City Hall.

**REPORTS:** Copies of the reports relating to agenda items are available for review in the City Clerk's Office, at the Central Library, and <http://www.SantaBarbaraCA.gov>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") for that item from either the Clerk's Office, the Reference Desk at the City's Main Library, or online at the City's website (<http://www.SantaBarbaraCA.gov>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office located at City Hall, 735 Anacapa Street, Santa Barbara, CA 93101, during normal business hours.

**PUBLIC COMMENT:** At the beginning of the 2:00 p.m. session of each regular City Council meeting, and at the beginning of each special City Council meeting, any member of the public may address the City Council concerning any item not on the Council's agenda. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the City Council. Should City Council business continue into the evening session of a regular City Council meeting at 6:00 p.m., the City Council will allow any member of the public who did not address them during the 2:00 p.m. session to do so. The total amount of time for public comments will be 15 minutes, and no individual speaker may speak for more than 1 minute. The City Council, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

**REQUEST TO SPEAK:** A member of the public may address the Finance or Ordinance Committee or City Council regarding any scheduled agenda item. Any person wishing to make such address should first complete and deliver a "Request to Speak" form prior to the time that the item is taken up by the Finance or Ordinance Committee or City Council.

**CONSENT CALENDAR:** The Consent Calendar is comprised of items that will not usually require discussion by the City Council. A Consent Calendar item is open for discussion by the City Council upon request of a Councilmember, City staff, or member of the public. Items on the Consent Calendar may be approved by a single motion. Should you wish to comment on an item listed on the Consent Agenda, after turning in your "Request to Speak" form, you should come forward to speak at the time the Council considers the Consent Calendar.

**AMERICANS WITH DISABILITIES ACT:** In compliance with the Americans with Disabilities Act, if you need special assistance to gain access to, comment at, or participate in this meeting, please contact the City Administrator's Office at 564-5305 or inquire at the City Clerk's Office on the day of the meeting. If possible, notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements in most cases.

**TELEVISION COVERAGE:** Each regular City Council meeting is broadcast live in English and Spanish on City TV Channel 18 and rebroadcast in English on Wednesdays and Thursdays at 7:00 p.m. and Saturdays at 9:00 a.m., and in Spanish on Sundays at 4:00 p.m. Each televised Council meeting is closed captioned for the hearing impaired. Check the City TV program guide at [www.citytv18.com](http://www.citytv18.com) for rebroadcasts of Finance and Ordinance Committee meetings, and for any changes to the replay schedule.

## **ORDER OF BUSINESS**

- 2:00 p.m. - City Council Meeting Begins
- 4:00 p.m. - Interviews for City Advisory Groups (Estimated Time)
- 5:00 p.m. - Recess
- 6:00 p.m. - City Council Meeting Reconvenes

## **REGULAR CITY COUNCIL MEETING – 2:00 P.M.**

### **CALL TO ORDER**

### **PLEDGE OF ALLEGIANCE**

### **ROLL CALL**

### **CEREMONIAL ITEMS**

1. **Subject: Proclamation Of Commendation For Das Williams (120.08)**

### **CHANGES TO THE AGENDA**

### **PUBLIC COMMENT**

### **CONSENT CALENDAR**

### **CITY COUNCIL**

2. **Subject: Purchase Order Contract And Vendor Support For Handheld Meter Reader Devices (540.01)**

Recommendation: That Council:

- A. Authorize the General Services Manager to award a Purchase Order Contract in the amount of \$45,100 to Inland Water Works Supply Company (Inland), for the purchase of Itron computerized handheld meter reader devices, related software and training;

(Cont'd)

## CONSENT CALENDAR (CONT'D)

### 2. (Cont'd)

- B. Authorize the General Services Manager to award a Purchase Order Contract in the amount of \$1,400 to Itron Incorporated (Itron) for the first year of software support; and
- C. Authorize Itron System as the sole source vendor for future system enhancements, such as remote meter reading, through Fiscal Year 2015.

### 3. **Subject: Lease Of Las Positas Tennis Facility To Elings Park Foundation (570.07)**

Recommendation: That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving an 18-Year Lease with an Option to Renew for an Additional Ten Years with the Elings Park Foundation for the Las Positas Tennis Facility.

### 4. **Subject: October 2010 Investment Report (260.02)**

Recommendation: That Council accept the October 2010 Investment Report.

### 5. **Subject: Adoption Of Sign Committee Reconstitution And Other Ordinance Amendments To Increase Efficiency (640.02)**

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Amending Title 22 of the Santa Barbara Municipal Code Relating to the Expiration of Project Design Review Approvals, Amending Section 27.07.110 of Title 27 Relating to Approved Subdivision Maps, and Amending Chapter 28.87 of Title 28 of the Santa Barbara Municipal Code Relating to the Preparation of Zoning Information Reports and the Expiration and Tolling of Development Plans and Other Project Approvals for Approved Development Projects.

### 6. **Subject: Proposed Change To Parking Violation Penalties Due To Recently-Adopted State Budget (550.01)**

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Amending Resolution No. 10-044, Establishing Certain City Fees, to Authorize Adjustments to Parking Violation Penalties Due to Recently-Adopted State Budget.

## **CONSENT CALENDAR (CONT'D)**

### NOTICES

7. The City Clerk has on Thursday, November 18, 2010, posted this agenda in the Office of the City Clerk, on the City Hall Public Notice Board on the outside balcony of City Hall, and on the Internet.
8. Cancellation of the regular City Council meeting of November 30, 2010.

**This concludes the Consent Calendar.**

## **CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS**

### CITY ADMINISTRATOR

**9. Subject: Adoption Of 2010-2013 Police Memorandum Of Understanding (440.02)**

Recommendation: That Council:

- A. Ratify the Memorandum of Understanding between the City and the Santa Barbara Police Officers' Association by introduction and subsequent adoption of, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Adopting a Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara Police Officers' Association for the Period of July 1, 2010, through June 30, 2013; and
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara for Paying and Reporting the Value of Employer-Paid Member Contributions and Rescinding Resolution No. 99-114 Insofar as it Applies to PERS Police Safety Plan Members of the Santa Barbara Police Officers' Association.

### FINANCE DEPARTMENT

**10. Subject: Living Wage Advisory Committee Recommended Changes To The Living Wage Ordinance (800.08)**

Recommendation: That Council:

- A. Hear a staff report summarizing the Living Wage Advisory Committee's recommendations and related administrative procedures to improve the Living Wage Ordinance; and
- B. Provide staff with direction with respect to the Committee's recommendations.

## **CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS (CONT'D)**

### **FINANCE DEPARTMENT (CONT'D)**

#### **11. Subject: Professional Services Agreement For Zone 1 Hauler Franchise Renewal (630.01)**

Recommendation: That Council:

- A. Direct staff to conduct an open competitive process to solicit proposals for a franchise contract for exclusive solid waste, recyclables, and organics collection and disposal for Zone 1, effective June 7, 2013 (Zone 1 Hauler Franchise);
- B. Authorize the Finance Director to negotiate and execute a Professional Services Agreement, in a form acceptable to the City Attorney, with HF&H Consultants, LLC, in an amount not to exceed \$152,000 for competitive contracting assistance;
- C. Appropriate \$152,000 from available reserves to the Solid Waste Fund to cover these contract costs; and
- D. Direct staff to require the successful Zone 1 Hauler to reimburse the City for the HF&H consulting costs.

## **MAYOR AND COUNCIL REPORTS**

#### **12. Subject: Interviews For City Advisory Groups (140.05)**

Recommendation: That Council hold interviews of applicants to various City Advisory Groups.

(Estimated Time 4:00 p.m.; continued from November 16, 2010, Agenda Item No. 16)

## **COUNCIL AND STAFF COMMUNICATIONS**

## **COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS**

## **CLOSED SESSIONS**

#### **13. Subject: Conference With Legal Counsel - Pending Litigation (160.03)**

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: City of Santa Barbara v. Mark C. Johnston Construction.

Scheduling: Duration, 10 minutes; anytime

Report: None anticipated

## **CLOSED SESSIONS (CONT'D)**

### **14. Subject: Conference With Legal Counsel - Pending Litigation (160.03)**

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: Steven Robles v. Sandra Spiller.

Scheduling: Duration, 10 minutes; anytime

Report: None anticipated

### **15. Subject: Conference With Legal Counsel - Pending Litigation (160.03)**

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: Janet Christine Neuhauser v. City of Santa Barbara.

Scheduling: Duration, 10 minutes; anytime

Report: None anticipated

### **16. Subject: Conference With Legal Counsel - Pending Litigation (160.03)**

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is The Green Light Dispensary, Inc., A California Non-Profit Mutual Benefit Corporation v. City of Santa Barbara, USDC Case No. CV 10-7203 PA (VBKx).

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

### **17. Subject: Conference With Legal Counsel - Pending Litigation (160.03)**

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is Santa Barbara Patients' Collective Health Cooperative v. City of Santa Barbara, et al., USDC Case No. CV10-6534 DDP(RCx).

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

## **RECESS**

## **EVENING SESSION**

**RECONVENE**

**ROLL CALL**

**PUBLIC COMMENT**

**CITY COUNCIL ADMINISTRATIVE AND ATTORNEY REPORTS**

COMMUNITY DEVELOPMENT DEPARTMENT

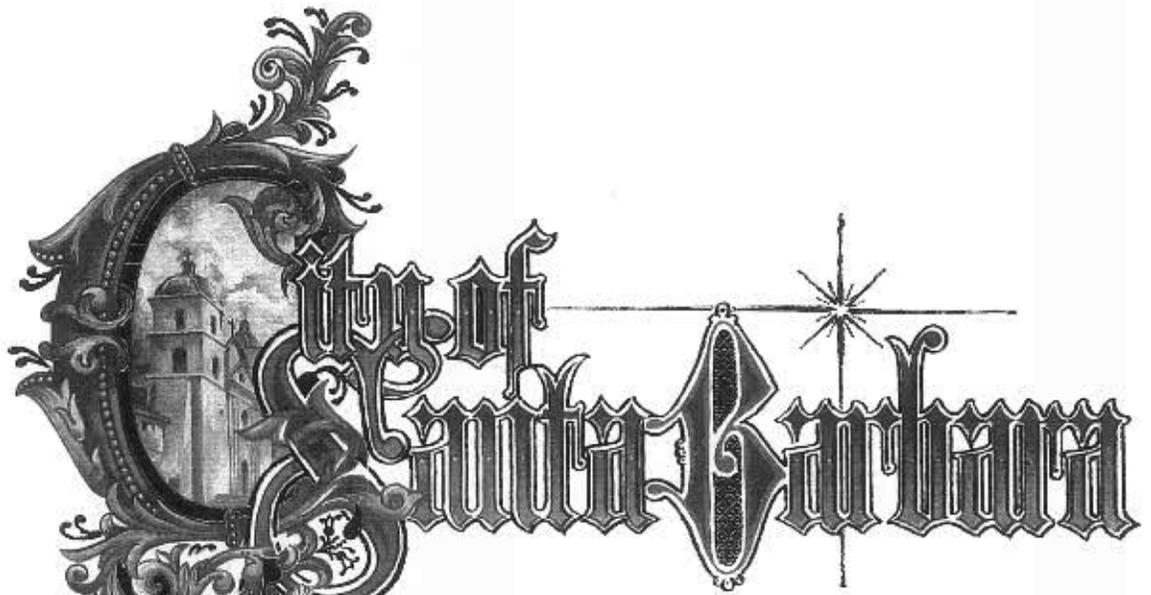
**18. Subject: Plan Santa Barbara General Plan Update (650.05)**

Recommendation: That Council:

- A. Continue Council discussion and deliberations concerning the Plan Santa Barbara General Plan update; and
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Adopting the 2010 General Plan Update and Making Environmental Findings Pursuant to the California Environmental Quality Act.

(Continued from November 16, 2010, Agenda Item No. 13)

**ADJOURNMENT**



**PROCLAMATION of COMMENDATION**

**DAS WILLIAMS**

*WHEREAS, Das was elected to the Santa Barbara City Council in 2003 and reelected to Council in 2007; and*

*WHEREAS, during his tenure at the City, Das served on the Finance Committee, Ordinance Committee, Committee on Legislation, Solid Waste Subcommittee and Sustainable City Program Committee; and*

*WHEREAS, Das served as the City Council Liaison to the Cachuma Conservation Release Board, Cachuma Operation & Maintenance Board, Central Coast Water Authority, City/County Solid Waste Task Group, Santa Barbara Beautiful, Santa Barbara County Air Pollution Control District Board of Directors, Santa Barbara County Association of Governments, and the Santa Barbara Film Commission; and*

*WHEREAS, Das participated in a number of League of California and National League of Cities policy committees; and*

*WHEREAS, during Das' tenure on City Council, he helped implement the building of the new Airport Terminal as well as restoration of Fire Station 1. Das worked tirelessly to improve the City wastewater and sewer systems, and provided continued support for the City's Waterfront. In addition to his involvement with the implementation of a citywide Performance Measurement program, Das also initiated an award winning sustainability program and was instrumental in prioritizing funding for after-school programs for at-risk youth.*

*NOW, THEREFORE, by unanimous resolution on this 23<sup>rd</sup> of November 2010, We, the City Council of the City of Santa Barbara, California do hereby present to*

**DAS WILLIAMS**

*this Proclamation of Commendation in appreciation and recognition of her many years of dedicated service to the citizens of Santa Barbara, in acknowledgement of her outstanding contributions to the community, and with our best wishes for success and happiness in the future.*

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Santa Barbara, California to be affixed this 23<sup>rd</sup> day of November 2010.*

**Helene Schneider**  
Mayor





# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010

**TO:** Mayor and Councilmembers

**FROM:** Water Resources Division, Public Works Department

**SUBJECT:** Purchase Order Contract And Vendor Support For Handheld Meter Reader Devices

**RECOMMENDATION:** That Council:

- A. Authorize the General Services Manager to award a Purchase Order Contract in the amount of \$45,100 to Inland Water Works Supply Company (Inland), for the purchase of Itron computerized handheld meter reader devices, related software and training;
- B. Authorize the General Services Manager to award a Purchase Order Contract in the amount of \$1,400 to Itron Incorporated (Itron) for the first year of software support; and
- C. Authorize Itron System as the sole source vendor for future system enhancements, such as remote meter reading, through Fiscal Year 2015.

### **DISCUSSION:**

City meter reader staff use handheld devices to collect water meter usage data on a monthly basis for billing purposes. The current handheld devices have been in use for approximately two decades. They have outlived their useful life and are no longer supported by the manufacturer. Many improvements have been made in the areas of meter reading technology and methodology, offering great opportunities for increased efficiency with regard to meter reading.

Staff sent a Request For Proposal (RFP) to vendors specializing in meter reading equipment, and received proposals from five interested firms. Water Resources and Information Systems staff interviewed three vendors whose proposals best met the needs of the City. Staff's selection criteria included cost and vendor responsiveness, as well as equipment design, availability and ease of use, compatibility with existing City systems, and adaptability for future automated meter reading capabilities.

Staff found that the Itron System best meets the City's requirements. The Itron system has the best flexibility, robustness, and overall design. The Itron software is compatible with the City's existing Infinity Utility Billing system, and the Itron handheld devices are ergonomically designed and have both GPS and mapping capabilities. The Itron System can be easily adapted for automatic meter reading, whether performed via a walk-by, drive-by, or via a fixed network to meet the City's future needs. References provided very positive endorsements of Itron products and their technical support services.

Itron is an industry leader for meter reading devices throughout the water, gas, and electric industry. Itron's handheld devices are used by more than 58 California cities and water utilities, including the Los Angeles Department of Water and Power, Southern California Edison, Southern California Gas Company, and San Diego Gas.

Inland is the distributor for Itron handheld meter reading devices. Inland is a California-based company and provides similar meter reader support and services to water agencies throughout Southern California. Inland's references were very positive for both service and support.

Based on the above, staff recommends Itron Systems be authorized as the sole source vendor for any additional enhancements made to the meter reading system. If appropriate, staff will bring to City Council for their approval any contracts executed with Itron in the future.

Staff has negotiated an acceptable proposal in the amount of \$45,100 with Inland for the purchase of six Itron handheld devices and associated hardware, software and training. Staff has also negotiated an acceptable proposal in the amount of \$1,400 from Itron for a year of software support. Itron handheld devices will be used by Water Resources into the foreseeable future, so staff is recommending identifying Itron as the vendor for support and maintenance for Fiscal Years 2012 through 2015.

At its meeting on November 8, 2010, the Water Commission voted 5-0 in favor of staff's recommendation of this report.

**BUDGET/FINANCIAL INFORMATION:**

Funds were budgeted in the Water Fund to cover these expenses.

**PREPARED BY:** Catherine Taylor, Water System Manager/mh

**SUBMITTED BY:** Christine F. Andersen, Public Works Director

**APPROVED BY:** City Administrator's Office



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010

**TO:** Mayor and Councilmembers

**FROM:** Administration Division, Parks and Recreation Department

**SUBJECT:** Lease Of Las Positas Tennis Facility To Elings Park Foundation

**RECOMMENDATION:** That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving an 18-Year Lease with an Option to Renew for an Additional Ten Years with the Elings Park Foundation for the Las Positas Tennis Facility.

### **DISCUSSION:**

One of the budget reduction strategies employed by the Parks and Recreation Department to address Fiscal Year 2011 budget challenges was to transfer maintenance and operation of General Fund facilities to community partners where appropriate. The Department engaged several community partners in discussions with the goal of continuing recreation services to the public which otherwise would have been seriously reduced or eliminated in response to declining General Fund support. Two opportunities were identified and approved with adoption of the budget, including the transfer of the Twelve35 Teen Center to the Police Activities League and transfer of the Las Positas Tennis Facility to the Elings Park Foundation.

Elings Park is a 230-acre privately funded public park, founded in 1980. Operated by the Elings Park Foundation, the park consists of two adjacent properties. The Foundation leases 94 acres from the City for one dollar a year through a 25- year lease. In 1999, the park purchased an additional 136 acres (former Jesuit Property) bringing the park to its current size. The current lease period is April 24, 2003, through 2028. Without any annual government funding, the Foundation operates the park solely on grants, donations and revenue generated through park programs and services. When the park was originally created, the Las Positas Tennis Facility was carved out from the lease parcel and has continued to be operated and maintained by the City's Parks and Recreation Department. Over the years, there has been interest by the Foundation to incorporate the tennis facility into the park due to its immediate adjacency to Elings Park.

When approached last year about the possibility of assuming maintenance and operation of the tennis facility, the Foundation Board confirmed their interest citing a long-term benefit for Elings Park as a whole and the opportunity to assist the City in continuing essential public recreation services in spite of difficult economic challenges. Additionally, the Foundation Board expressed their interest in improving the current condition of the facility to a level consistent with the overall quality of Elings Park.

The Las Positas Tennis Facility features six lighted courts with an on-demand lighting system, restrooms with adjacent shower/locker facilities, a small storage/office building, an enclosed backboard area, outdoor amphitheater seating area, and a parking lot. While the courts are in very good condition, the ancillary facilities are in very poor shape reflecting the City's challenges in addressing deferred maintenance. In fact, the shower/locker facilities have been closed to the public for several years due to their dilapidated condition.

While the programs and services provided at the facility generated revenue through activity fees, the operation was subsidized by the General Fund to the tune of approximately \$15,000 per year, including facility maintenance, custodial services, park maintenance, utilities, managerial oversight, and equipment. The City's six-year capital program has included a \$1.1M capital project to address deferred maintenance at the Las Positas Tennis Facility for at least ten years – just one of many unfunded deferred maintenance projects identified for Parks and Recreation facilities.

The tennis facility lease is generally based on the primary Elings Park lease and contains much of the same language. The term for the tennis facility lease is scheduled to coincide with the Elings Park lease on the assumption that the two will be combined into one document in the future. Similar to the park lease, annual rent payment to the City is one dollar, and an annual report will be provided to the City highlighting programs, completed maintenance, and any capital improvement plans approved by the Foundation Board over the previous year.

Use of the premises is limited to the development, operation and maintenance of a public tennis recreation facility. The Foundation will provide daily and annual operation and maintenance including utilities, equipment, custodial services, landscape maintenance and programming. Similar to how the facility has operated for years, programming will include a year-round balance of fee-based activities for youth and adults, including instruction programs, camps, clinics, leagues, and tournaments, and informal play on a drop-in basis. Consistent with the language of the park lease, any construction of new facilities on the tennis facility premises requires the consent of the Parks and Recreation Director and any applicable City development review process.

**BUDGET/FINANCIAL INFORMATION:**

The adopted Fiscal Year 2011 Parks and Recreation General Fund budget reflects the anticipated savings from transferring the Las Positas Tennis Facility to the Elings Park Foundation. Estimated annual savings to the General Fund is projected at \$15,000 in addition to the removal of an unfunded \$1.1M capital improvement project.

**SUBMITTED BY:** Nancy L. Rapp, Parks and Recreation Director

**APPROVED BY:** City Administrator's Office

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING AN 18-YEAR LEASE WITH AN OPTION TO RENEW FOR AN ADDITIONAL TEN YEARS WITH THE ELINGS PARK FOUNDATION FOR THE LAS POSITAS TENNIS FACILITY.

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

Section 1. In accordance with the provisions of Section 521 of the Charter of the City of Santa Barbara, an 18-Year Lease with an Option to Renew for an Additional Ten Years with the Elings Park Foundation for the Las Positas Tennis Facility is hereby approved.

**LEASE AGREEMENT  
BETWEEN  
THE CITY OF SANTA BARBARA  
AND  
THE ELINGS PARK FOUNDATION  
FOR THE OPERATION AND MAINTENANCE OF  
THE LAS POSITAS TENNIS COURTS**

## List of Exhibits

Exhibit A - Premises Map

Exhibit B - Nondiscrimination Certificate

Exhibit C – Tennis Facility Programming

**LEASE**

This Lease Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2010. By and between

The City of Santa Barbara, a municipal corporation, hereinafter referred to as "City"; and

The Elings Park Foundation, a California non-profit corporation, herein after referred to as "Foundation."

**WITNESSETH**

WHEREAS, the City of Santa Barbara and Elings Park Foundation have a shared mission to provide park and recreation programs and facilities for the community, and

WHEREAS, the City of Santa Barbara owns the Las Positas Tennis Facility in the City of Santa Barbara as shown on the map attached hereto as Exhibit A, providing tennis courts and tennis programs for youth and adults, and

WHEREAS, Elings Park Foundation maintains and operates Elings Park which is immediately adjacent to Las Positas Tennis Facility, and

WHEREAS, the City of Santa Barbara has experienced, and is likely to continue to experience in the coming years, economic challenges resulting in deferred maintenance of the Las Positas Tennis Facility and the reduction or elimination of tennis services for the community, and

WHEREAS, Elings Park Foundation wishes to partner with the City of Santa Barbara to fund, operate and maintain the Las Positas Tennis Facility, to insure tennis services to the public are continued, to improve the current condition to a level consistent with the overall quality of Elings Park venues and facilities, and to be good stewards for the facility for future generations.

WHEREAS, it is in the best interest of the City and the public to lease the Las Positas Tennis Facility to Foundation for the continued operation and maintenance of the tennis facility.

NOW THEREFORE, the parties hereby mutually agree as follows:

**I. DEFINITION OF TERMS**

The following words have in this Lease the definition attached to them in this section unless otherwise apparent from the context.

“CITY” means City of Santa Barbara, a municipal corporation, its officers, members of the City Council, agents, employees and authorized representatives. “CITY ADMINISTRATOR” means the City Administrator of the City of Santa Barbara or the Administrator’s designated representative.

“CITY COUNCIL” means the Council of the City of Santa Barbara.

“FIXTURES” means any personal property installed in, on or upon the premises by Foundation.

“EQUIPMENT” means Foundation’s equipment, furniture and moveable property placed in, on or upon the premises by Foundation, including trade fixtures.

“IMPROVEMENTS” means any addition to or modification, alteration or betterment of the real property made by Foundation including, but not limited to, buildings, driveways, sidewalks, sewers, utilities and other permanent structures.

“FOUNDATION” means the Elings Park Foundation, a California non-profit corporation, its officers, agents, employees and authorized representatives.

“PARKS AND RECREATION DIRECTOR” means the Parks and Recreation Director of the City of Santa Barbara.

## II. PREMISES

### 2.01 Premises:

City hereby leases to Foundation and Foundation leases from City, the Las Positas Tennis Facility in the City of Santa Barbara as shown on the map and attached hereto as Exhibit A, hereinafter referred to as the “Premises”.

The Las Positas Tennis Facility has six lighted hard surface tennis courts, an enclosed backboard area, and a large outdoor amphitheater seating area. The courts and backboard area are fenced with windscreens. The courts are furnished with nets and fixed benches. The facilities include programmable on-demand lights, as well as an office, storage, tennis announcement bulletin board, a court sign up board, men’s and women’s restrooms and adjacent locker/shower facilities. The facility parking lot is gravel with approximately 40 spaces. Additional improvements to the facility include pathway security lights, a wood arbor, and a facility sign at the Las Positas Road entrance to the parking lot.

2.02 Development of New Facilities:

A. Foundation shall conduct no new construction, installation, or other permanent development in, on or upon the Premises without the prior written consent of the Parks and Recreation Director who shall review proposed projects in consultation with the Public Works Director. Foundation may appeal the denial of a project by the Parks and Recreation Director to the City Council in accordance with section 1.30.050 of the Santa Barbara Municipal Code. Maintenance and repair of existing facilities does not require prior consent of the Parks and Recreation Director.

The approval of any project by the Parks and Recreation Director or the City Council on appeal pursuant to this provision shall constitute an action of the City in its proprietary capacity only and shall in no way excuse Foundation from complying with any laws, rules, regulations and ordinances regarding the development and use of the Premises nor shall any approval pursuant to this provision limit the exercise of discretion in the design review process by any City officer, board or commission or the City Council.

B. All construction undertaken pursuant to this Lease shall be of first quality construction and architectural design and in accordance with plans and specifications submitted to and approved by City.

C. Foundation and City shall share with each other all geological or other reports or studies of the Premises that either party may prepare or cause to be prepared.

D. At least ten (10) days prior to commencement of any construction on the Premises, Foundation shall provide to City evidence of a performance bond or cash escrow deposit in an amount equal to one hundred percent (100%) of the contract price as security for the contractor's faithful performance of the construction. This bond or escrow deposit shall be in such form and with such surety or escrow agent as may be approved by City. Foundation shall bear all costs and fees associated with any bond or escrow deposit.

E. At least ten (10) days prior to commencement of any construction on the Premises, Foundation shall provide to City evidence of a payment bond or cash escrow deposit as security for the faithful payment of all obligations of the contractor under any construction agreement between Foundation and the contractor. This bond or escrow deposit shall be in such form and with such surety or escrow agent as may be approved by City. Foundation shall bear all costs and fees associated with any bond or escrow deposit.

F. To the extent the California Labor Code requires the payment of prevailing wages for any work on improvements, fixtures or equipment on the Premises, Foundation shall ensure that any contractors hired by Foundation to perform any such work shall comply with the provisions of the Labor Code and Foundation shall indemnify and hold the City harmless for the failure of any contractor to comply with the provisions of such code.

### **III. TERM**

#### **3.01 Term**

The term of this Lease shall commence upon the effective date of the ordinance approving the City's execution of this Lease ("Commencement Date") and shall continue until April 24, 2028. Upon written notice given to City not less than three (3) years prior to the expiration of the original lease term, Foundation, at its option, may extend the term of this Lease for an additional ten (10) years subject to the same terms and conditions as set forth herein.

### **IV. RENTAL**

#### **4.01 Rent:**

Foundation shall pay annually to City One Dollar (\$1.00) as rent for the Premises. The rental payment shall accompany the annual report required pursuant to Section 8.04.

As additional consideration for the right to possess and operate the Premises, Foundation shall provide and maintain for the life of this Lease programming consistent with the programming described in Exhibit C.

### **V. TITLE**

#### **5.01 Title to Real Property:**

Title to real property which is the subject of this Lease shall remain in the City.

#### **5.02 Improvements Constructed by Foundation:**

Title to all improvements and fixtures constructed or placed by Foundation upon the Premises shall remain in Foundation until termination of this Lease. Upon expiration of the term or other termination of this Lease, title to all improvements upon the Premises shall vest in City without compensation therefore to Foundation.

## VI. USES

### 6.01 Use of Premises:

The Premises shall be used only for the development, operation and maintenance of a public tennis recreation facility. It shall not be used or operated by Foundation so as to directly financially benefit any officer, director, or member of Foundation.

### 6.02 Compliance with City Charter Section 520:

All use of the Premises pursuant to this Lease shall be compatible with and accessory to the park purposes for which the City Council has designated the Premises in accordance with section 520 of the City Charter. A City Council finding of compatibility shall be required as a condition precedent for any consent for any new development or installation on the Premises.

### 6.03 Limitation on Use:

Foundation shall not use or permit the use of the Premises in any manner that creates damage, waste or a nuisance, or that unreasonably disturbs owners or occupants of, or causes damage to neighboring properties. Foundation may not use the parking lot or any other portion of the Premises in a manner that conflicts with the programming specified in Exhibit C.

### 6.04 Unlawful Use:

Foundation agrees that no improvement shall be erected, placed upon, operated or maintained within the Premises, nor any business conducted or carried on there and/or therefrom, in violation of the terms of this Lease or in violation of any regulation, order of law, statute, bylaw or ordinance of a governmental agency having jurisdiction over the Premises.

### 6.05 Rules and Regulations:

Foundation shall conform to and abide by all rules and regulations relative to the uses herein authorized, and shall be subject at all times to applicable rules, regulations, resolutions, ordinances and statutes of the City of Santa Barbara, County of Santa Barbara, State of California, the Federal Government and all other governmental agencies were applicable. Where permits or licenses are required for the development or use authorized herein they must be obtained by Foundation from the regulatory body having jurisdiction thereof before such use is undertaken.

## **VII. OPERATION OF LAS POSITAS TENNIS COURTS**

### **7.01 Solicitation of Grants:**

Foundation shall be responsible for and shall have the right to solicit and receive grants, donations and gifts to fund tennis court maintenance and operation. City shall support Foundation fundraising activities as City resources permit and as consistent with City administrative priorities. City may endorse Foundation grant applications and, when required by a granting agency, City may submit grant applications on behalf of Foundation for tennis court projects. Notwithstanding any commitment of assistance or support in this section, City is not required to commit resources to writing Foundation grants or to otherwise alter the City's grant priorities.

### **7.02 Concession Agreements:**

Foundation may enter into concession agreements for the provision of services to the public that are compatible with or assessor to park and recreation purposes on the Premises. All foods, beverages, confectionery, refreshments, or other items, sold or kept for sale shall conform in all respects to federal, state and municipal laws, ordinances and regulations. Foundation shall require all concessionaires operating under their authority to obtain at their own expense any and all permits or licenses that may be required in connection with the operation of any concession.

Any concession agreement entered into by Foundation shall only be a license to provide services on the Premises and shall not constitute an interest in the real property of the Premises. Any and all concession agreements shall terminate upon Foundation's assignment of this Lease or other termination of Foundation's interest in the Premises.

### **7.03 Fees and Charges:**

Foundation may impose and collect fees and charges for the use of park facilities to support the programs, maintenance and operation of the facility.

7.04 Maintenance:

For the term of this Lease, Foundation, at its sole cost and expense, shall keep and maintain the Premises and all improvements, fixtures, equipment and utilities on the Premises in good order, condition and repair and in compliance with all applicable laws.

7.05 Utilities:

Foundation shall make all necessary arrangements and pay for all water, gas, electricity, telephone, trash disposal and other utilities and services supplied to the Premises together with any taxes thereon.

7.06 Contracts with City:

Foundation may, if agreeable to City, contract with City for park programming, staffing and/or maintenance.

7.07 Naming of Facilities:

Notwithstanding the provisions of Chapter 22.48 of the Santa Barbara Municipal Code, Foundation shall have the right to name areas and facilities within the Premises pursuant to the request of persons or organizations who have made financial contributions towards the development or maintenance of the Tennis Facility. Any renaming of the Premises itself shall be subject to the approval of the City Council following a public hearing.

**VIII. OBLIGATIONS OF FOUNDATION**

8.01 Exclusive Use of Funds:

All monies received by Foundation for development, maintenance and operation of the Premises shall be used exclusively for said purposes. All monies received by Foundation from the operation or use of the Premises shall be committed to the development, maintenance and operation of the tennis facilities primarily; and, to a lesser extent, the Elings Park Premises. No member of Foundation's Board of Directors shall receive any direct financial benefit from the use of such funds.

8.02 Annual Report:

On or about July 1st, of each year during the term of this Lease, Foundation shall submit to the City an annual report showing its revenues and income, its expenditures, its resources, and a descriptive account of its activities during the preceding twelve months including any maintenance completed and capital improvement plans for the future approved by the Foundation Board during the prior year.

8.03 Maintenance and Inspection of Records:

Foundation shall maintain true, correct and accurate records of its development, maintenance and operation of the Premises. Foundation shall keep and maintain said records for not less than five years.

All of the Foundation's books of account and records relating to this Lease shall be made available at one location within the City limits of the City of Santa Barbara. City shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records at reasonable times and upon reasonable notice for the purpose of determining the accuracy thereof. Any audit of such books and records shall be conducted at City's expense.

**IX. INDEMNITY AND INSURANCE**

9.01 Indemnity & Hold Harmless:

Foundation agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expense (including attorneys' fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property and loss of use thereof and for bodily injury to or death of any persons (including but not limited to property, employees, sub-contractors, agents and invitees of each party to here) arising out of or in any way connected with the work to be performed or occupancy, operation, maintenance, enjoyment, or use of the Premises under this agreement.

9.02 Insurance:

A. Required Insurance Coverage

Foundation shall maintain and keep in force during the term of this Lease, for the mutual benefit of City and Foundation, at Foundation's sole cost and expense, the following insurance:

1. Property Insurance insuring against loss of or damage to all improvements, fixtures and equipment on the Premises resulting from fire, lightning, vandalism, malicious mischief, those risks ordinarily defined as "all risk coverage". Such property insurance shall be in amount equal to the full replacement cost of said improvements, fixtures and equipment, including all required code upgrades.

2. Comprehensive General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit for bodily injury and property damage. Coverage thereunder shall include endorsements for contractual liability, personal injury, owners' and contractors' protection, and fire legal liability.

3. Automobile Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage for all vehicles owned or operated by Foundation.

4. Workers' Compensation Insurance in compliance with statutory limits.

B. General Insurance Policy Requirements

1. All insurance provided for in this section shall be enacted under valid and enforceable policies in form and substance satisfactory to City issued by insurers satisfactory to City and authorized to do business in the State of California. Such insurance shall apply as primary and not in excess of or contributing with any insurance that City may carry. The policies required shall name City, its officers, employees and agents as additional insured. Foundation's insurance policies shall apply separately to each named or additional insured as if separate policies had been issued to each. Foundation's insurance, as required by this Lease, shall not be subject to cancellation or material reduction without at least thirty (30) days prior written notice to the City. Foundation shall furnish to City a Certificate of Insurance evidencing that the above requirements have been met on or before the commencement of this Lease and upon the renewal of each policy.

2. Foundation hereby expressly waives on behalf of its insurers hereunder any right of subrogation against City, and City likewise waives on behalf of its insurers any right of subrogation against Foundation, that such insurers may have against City or Foundation by reason of any claim, liability, loss or expense arising under this Lease. The foregoing mutual waivers of subrogation are conditioned upon such waivers being available from the insurers of each party without the payment of additional insurance premiums. In the event that either party at any time determines that such waiver is not or is no longer so available, it shall promptly notify the other party in writing of that fact.

3. City shall retain the right to review at any time the coverage, form and amount of insurance required hereby. If, in the opinion of City, the insurance provisions in this Lease do not provide adequate protection for City and for members of the public using the Premises, City may require Foundation to obtain insurance sufficient in coverage, form and amount to provide adequate protection. City's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks that exist at the time a change in insurance is required.

4. The procuring of such required policy or policies of insurance shall not be construed to limit Foundation's liability hereunder or to fulfill the indemnification provisions and requirements of this Lease. Notwithstanding said policy or policies of insurance, Foundation shall be obligated for the full and total amount of any damage, injury or loss caused by negligence or neglect connected with this Lease or with use or occupancy of the Premises.

9.03            Insurance Proceeds:

Upon the occurrence of any loss, the proceeds of any insurance shall be paid to a financial institution or trust company with an office in Santa Barbara County designated by Foundation and approved by City (the "Insurance Trustee"). In the event of such loss, Foundation shall be obligated to rebuild or replace the destroyed or damaged improvements, equipment or fixtures in the same or better condition as they existed prior to such loss. All sums deposited with the Insurance Trustee shall be held in trust by the Insurance Trustee with the following powers and duties:

A. The Insurance Trustee shall pay the contractor retained by Foundation for the restoration in installments as the construction progresses. A retention fund of ten percent (10%) of the total contract price shall be established. The contractor shall be paid the retained amount upon the completion of the restoration, acceptance of the work by the Foundation and City, payment of all costs, expiration of all applicable lien periods and proof that the Premises is free of all mechanics' liens and lienable claims.

B. Payments to the contractor shall be made on presentation of certificates or vouchers from the architect or engineer retained by Foundation showing the amount due. If the Insurance Trustee, in the Insurance Trustee's reasonable discretion, determines that the certificates or vouchers are being improperly approved by the architect or engineer retained by Foundation, the Insurance Trustee shall have the right to appoint an architect or engineer to supervise the construction and to make payments to the contractor on certificates or vouchers approved by the architect or engineer retained by the Insurance Trustee. The reasonable expenses and charges of the architect or engineer retained by the Insurance Trustee shall be paid by the Insurance Trustee out of the trust fund.

C. If the sums held by the Insurance Trustee are insufficient to pay the actual cost of the repair, restoration or replacement, Foundation shall deposit the amount of the deficiency with the Insurance Trustee within thirty (30) days after request by the Insurance Trustee indicating the amount of the deficiency.

D. Any undistributed funds following compliance with the provisions of this section shall be delivered to Foundation.

E. All actual costs of the Insurance Trustee shall first be paid from the insurance proceeds, then by Foundation. If the Insurance Trustee resigns or for any reason is unable or unwilling to act or continue to act in accordance with these provisions, Foundation shall substitute a new trustee for the designated trustee. The new trustee must be a financial institution or trust company with an office in Santa Barbara County approved by City.

F. Both Parties shall promptly execute all documents and perform all acts reasonably required by the Insurance Trustee in order for the Insurance Trustee to perform its obligations under this section.

#### 9.04 Termination of Lease Following Damage or Destruction

In the event Foundation terminates this Lease following an event of damage or destruction to the Premises or any improvements thereon, the proceeds of any insurance on account of such damage or destruction shall be paid to City.

### **X. ASSIGNMENTS, SUBLEASES AND ENCUMBRANCES**

Foundation shall not assign or sublease all or any portion of the Premises without the prior written consent of the City Council.

### **XI. DEFAULT**

11.01 Events of Default:

Any of the following occurrences or acts shall constitute an "Event of Default" under this Lease:

A. If Foundation at any time during the term (regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency or other proceedings, in law or equity or before any administrative tribunal which have or might have the effect of preventing Foundation from complying with the terms of this Lease) shall fail to observe or perform any of Foundation's covenants, agreements or obligations hereunder and such failure is not cured within sixty (60) days after receipt of written or telegraphic notice thereof by Foundation or, in the case of any failure which cannot with due diligence be cured within such sixty-day period, if Foundation should not proceed promptly to cure the same and thereafter conduct the curing of such failure with diligence, it being intended that the time within which to cure the failure shall be extended for such period as may be necessary to complete the curing of the same with diligence; or

B. If Foundation shall be liquidated or dissolved or shall begin proceedings toward its liquidation or dissolution without the prior written consent of City; or

C. If Foundation shall commit or suffer to be committed any waste of the Premises or any part thereof; or

D. If Foundation shall alter the improvements on the Premises in any manner, except as expressly permitted by this Lease; or

E. If Foundation shall fail to maintain insurance as required by this Lease; or

F. If Foundation shall engage in any financing except as consented to by the City, or any other transaction creating any mortgage on the Premises, or place or suffer to be placed thereon any lien or other encumbrance, or suffer any levy or attachment to be made thereon without the prior knowledge and consent of City; or

G. If Foundation fails to operate the park for more than seventy-two (72) consecutive hours, except in the case of such closures as may be allowed or provided for by this Lease (hereafter referred to as an "Abandonment"), City may enter the Premises and operate the park until the resolution of the situation that led to the Abandonment or until the termination of this Lease by either party. If the Lease is not terminated, City reserves the right to charge Foundation for costs incurred by City in the operation of the park during the course of an Abandonment.

11.02 Remedies:

Upon the occurrence of any Event of Default described above, City may terminate Foundation's right to possession by any lawful means, in which case this Lease shall terminate and Foundation shall immediately surrender possession to City. In such event, City shall be entitled to recover from Foundation, any amount necessary to compensate City for all the detriment proximately caused by an affirmative act of Foundation or Foundation's failure to perform its obligations under this Lease. Notwithstanding any provision to the contrary in this Lease, in connection with any termination of this Lease, City acknowledges that Foundation shall not be responsible for any damages caused by (1) any natural disaster or (2) subsidence or failure of the Premises due to the presence of the closed landfill or any prior use of the Premises by City.

**XII. CONDEMNATION**

If the Premises or any portion thereof is taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively, "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. In the event that only a portion of the Premises is condemned, Foundation may, at Foundation's election, terminate this Lease as of the date the condemning authority takes possession. If Foundation does not elect to terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. In the event that this Lease is not terminated by reason of the Condemnation, Foundation shall repair any damage to the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of City; provided, however, Foundation shall be entitled to recover all just compensation to which it may legally be entitled, including but not limited compensation for improvements on the Premises owned by the Foundation as described in Paragraph 5.02 above.

**XIII. MISCELLANEOUS AND INTERPRETIVE PROVISIONS**

13.01 Successors:

This Lease shall be binding upon City and Foundation, their personal representatives, successors and assigns and shall be governed by the laws of the State of California. Any litigation between the Parties concerning this Lease shall be initiated in the County of Santa Barbara, State of California.

13.02 Nondiscrimination certificate:

Foundation agrees to comply with City's nondiscrimination certificate in Exhibit B.

13.03 Captions:

Neither the index nor the title nor the heading to the sections in this agreement are part of this agreement and shall have no effect upon the construction or interpretation of any part hereof.

13.04        Recordation:

The agreement may be recorded or an abstract, memorandum or short form agreement may be recorded at Foundation's expense. City and Foundation agree to execute any abstract, memorandum or short form of this agreement in the form and substance as required by title insurance company insuring Foundation's interest in the Premises.

13.05        Amendments:

This Lease may be amended only in writing, properly executed by City and Foundation.

13.06        Severability:

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and in no way be affected, impaired or invalidated thereby.

13.07        Time:

Time is of the essence in this Lease.

13.08        Execution and Counterpart:

This Lease may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one and the same instrument.

13.09        Consent of Parties:

Unless another standard or condition is specified in the particular provision, whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval or grant it on unreasonable conditions.

13.10        Corporate Authorization:

Each individual executing this Lease on behalf of any entity shall represent and warrant that he or she is duly authorized to execute and deliver the Lease on behalf of said entity in accordance with the duly adopted resolution of the Board

of Directors or equivalent of that entity and that this Lease is binding upon that entity in accordance with its terms.

13.11 Exhibits:

Attached hereto are Exhibits A, B and C all of which constitute part of this Lease and are incorporated herein by this reference.

13.12 Notices:

All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by regular, certified or registered mail with the U.S. Postal Service, with postage prepaid, and shall be deemed sufficiently given if served in the manner specified herein. If such notice is intended for City it shall be addressed to:

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

with a copy to:

Parks and Recreation Director  
Parks and Recreation Department  
PO Box 1990  
Santa Barbara, CA 93102-1990

and if intended for Foundation it shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other address as either party may have furnished to the other in writing as a place for the service of notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after the same is addressed as required herein and mailed with postage prepaid. Notices sent by overnight courier services that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the courier. If notice is received

on Saturday, Sunday or a legal holiday, it shall be deemed received on the next business day.

13.13            No Waiver:

No waiver of any default under this Lease shall constitute or operate as a waiver of any subsequent default hereunder, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Lease shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any right, privilege or option hereunder. No waiver of any provision hereof by City or Foundation shall be deemed to have been made unless and until such waiver shall have been reduced to writing and signed by City or Foundation, as the case may be. Failure by City or Foundation, as the case may be, to enforce any of the terms, covenants or conditions of this Lease for any length of time or from time to time shall not be deemed to waive or decrease the right of City to insist thereafter upon strict performance by Foundation.

13.14            No Right to Holdover:

Foundation has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. Nothing contained herein shall be construed as consent by City to any holding over by Foundation.

13.15            Cumulative Remedies:

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

13.16            Surrender of Premises:

Foundation shall surrender the Premises upon the expiration of this Lease or upon any earlier termination date, with all of the improvements and fixtures in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice.

13.17            No Prior or Other Agreements:

This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no prior or contemporaneous agreement or understanding shall be effective. Upon the Commencement Date of this Lease, the prior lease between the Parties dated November 6, 1980 is hereby terminated.

#### **XIV. TERMINATION**

Foundation shall have the right to terminate this Lease at any time with or without cause upon thirty (30) days written notice to City. If Foundation elects to terminate this Lease, Foundation shall immediately surrender possession of the Premises in accordance with section 13.16 above.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this 2010 lease agreement for the Las Positas Tennis Courts as of the date and year first above written.

CITY OF SANTA BARBARA  
A Municipal Corporation

ELINGS PARK FOUNDATION

\_\_\_\_\_  
James L. Armstrong  
City Administrator

\_\_\_\_\_  
Bruce Giffin, President

ATTEST:

\_\_\_\_\_  
City Clerk Services Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Nancy Rapp  
Parks and Recreation Director

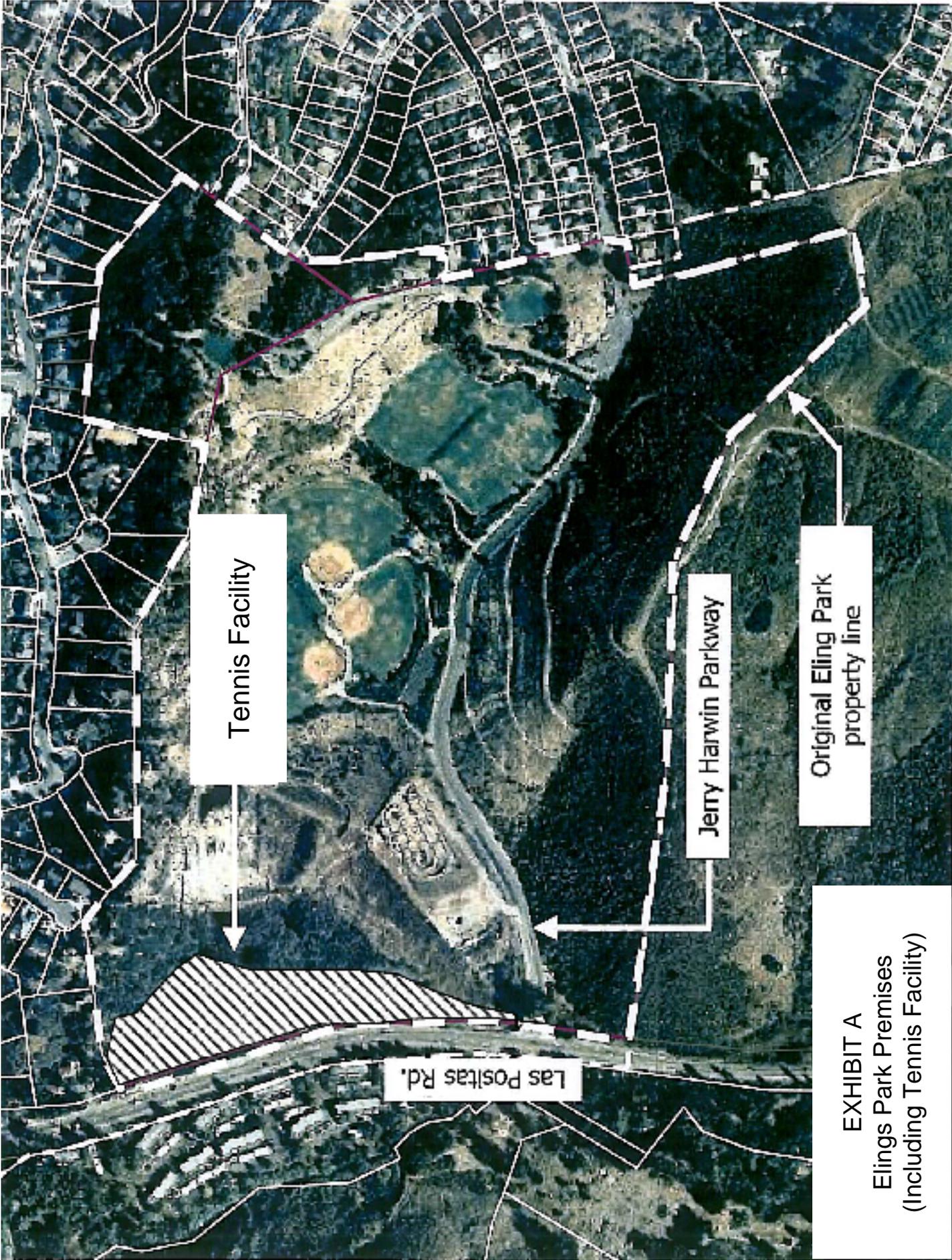
APPROVED AS TO FORM:  
Stephen P. Wiley, City Attorney

\_\_\_\_\_  
N. Scott Vincent  
Assistant City Attorney

APPROVED AS TO INSURANCE

\_\_\_\_\_  
Mark Howard  
Interim Risk Manager

EXHIBIT A



Tennis Facility

Jerry Harwin Parkway

Original Elings Park property line

Las Postas Rd.

EXHIBIT A  
Elings Park Premises  
(Including Tennis Facility)

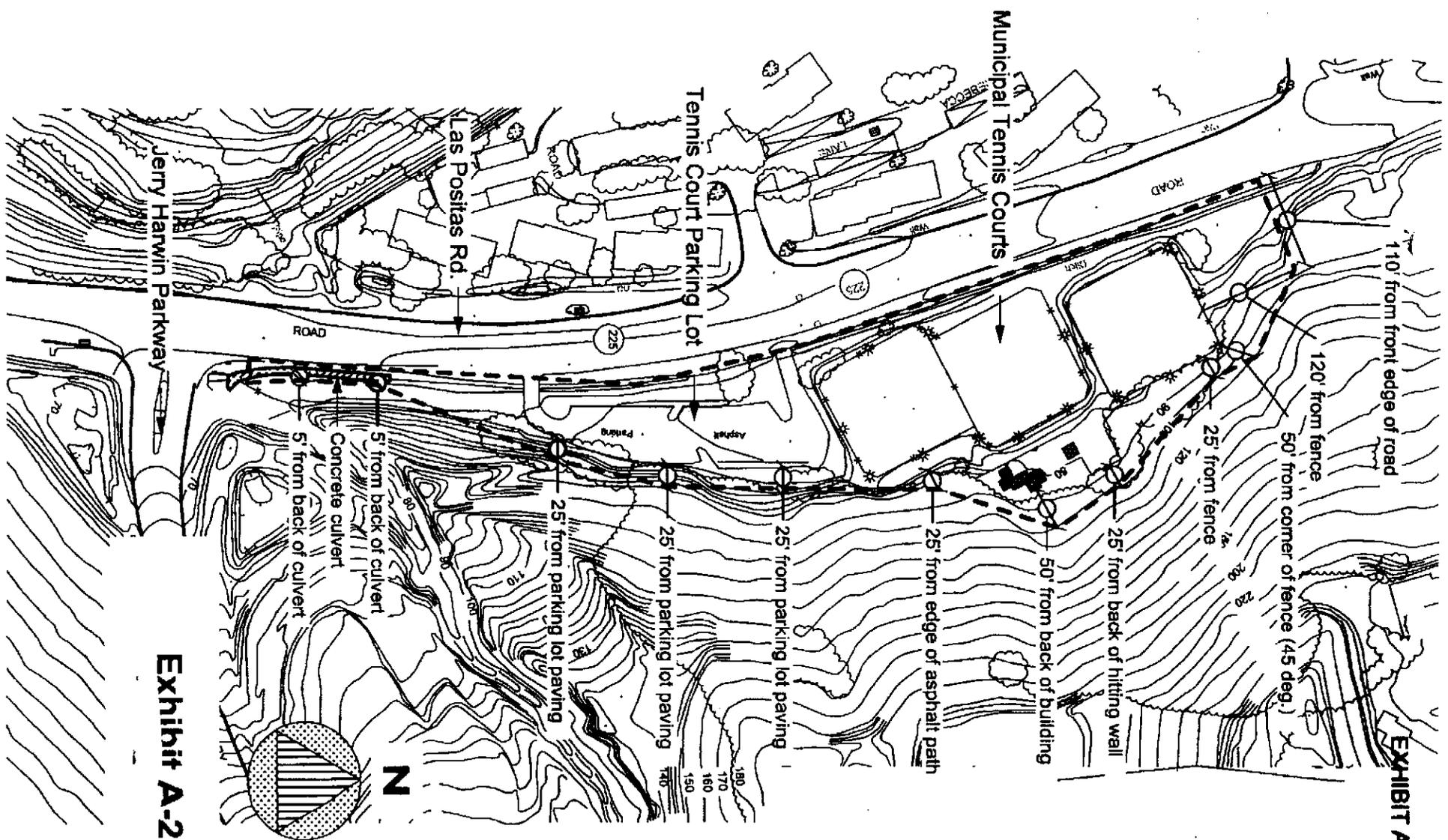


Exhibit A-2

## Exhibit B

### LESSEE'S OBLIGATION FOR NON-DISCRIMINATION CERTIFICATE (Santa Barbara Municipal Code Section 9.130.020)

#### I. Certificate Generally.

Consistent with a policy of non-discrimination in the use of real or personal property owned by the City of Santa Barbara a "lessee's obligation for non-discrimination certificate", as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all leases of City owned real or personal property.

#### II. Contents of Certificate.

The "lessee's obligation for non-discrimination" is as follows:

(a) Lessee in the use of the property which is the subject of this lease or in the operations to be conducted pursuant to the provisions of this lease, will not discriminate or permit discrimination against any person or class of persons by reason of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.

(b) Lessee shall furnish its accommodations and services on a fair, equal and non-discriminatory basis to all users thereof and lessee shall only charge fair, reason-able and non-discriminatory prices for each unit of service.

Lessee may make reasonable and non-discriminatory rebates, discounts or other similar price reductions to volume purchasers to the extent permitted by law.

(c) Lessee shall make its accommodations and services available to the public on fair and reasonable terms without discrimination on the basis of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Sections 12900 - 12996) except where such discrimination is related to bona fide occupational qualification.

(d) Lessee shall not discriminate or allow discrimination either directly or indirectly, in hiring or employing persons to work on the leased premises.

(e) Lessee agrees that it shall insert the above articles in any agreement by which said Lessee transfers any interest herein or grants a right or privilege to any person, firm or corporation to use the leased premises or to render accommodations and services to the public on the leased premises.

(f) Non-compliance with provisions (a), (b), (c), (d), and (e) above shall constitute a material breach hereof and in addition to any other remedies provided by law or this lease, in the event of such non-compliance the Lessor shall have the right to terminate this lease and the interest hereby created without liability therefor, or at the election of the Lessor, the Lessor shall have the right to enforce judicially said provisions (a), (b), (c), (d), and (e).

In the event the Lessee is found to have failed to comply with the provisions of articles (a), (b), (c), (d), and (e) and notwithstanding any other remedy pursued by Lessor, the Lessee shall pay to the Lessor the sum of \$25.00 per day for each incident of a failure to comply.

## Exhibit C

### TENNIS FACILITY PROGRAMMING

The City of Santa Barbara (City) and Elings Park Foundation (Foundation) mutually recognize and appreciate the importance of maintaining the Tennis Facility for the primary purpose of providing recreational tennis facilities and opportunities open to the general public. As part of those efforts and for the term of this Lease, Foundation shall be entitled to provide and maintain recreation programming consistent with the terms of this Exhibit C.

#### Hours of Operation

The Tennis Facility may be open to the public for use consistent with the terms of this Lease, in accordance with, but not in excess of, the following schedule:

Monday through Friday	Dawn to 9:00pm (may be extended to 10pm)
Saturday and Sunday	Dawn to dusk (may be extended to 10pm)

#### Programming Decisions

Foundation shall develop and provide tennis programming that consists of an overall year-round balance of activities for youth and adults, including instruction programs, camps, clinics, leagues, and tournaments, with substantial consideration being given to maintaining tennis courts available for informal play on a drop-in basis. Guided by this description of the desired programming mix, Foundation is entitled to determine the appropriate balance of programming activities at the Tennis Facility. When determining the appropriate balance of programming activities, Foundation may consider its need to generate sufficient revenue in order to maintain and operate the Tennis Facility at a level of quality that is consistent with the rest of Elings Park.

If demand for tennis programming should drop to a point where the Tennis Facility is underutilized, Foundation may utilize a portion of the Tennis Facilities for another public recreational use (Alternative Use). Alternative Uses shall not displace demonstrated demand for tennis programming. Utilization of the entire Tennis Facility for an Alternative Use on a permanent basis shall require prior approval from the Parks and Recreation Director. An Alternative Use that requires a permanent alteration to the Tennis Facility (i.e., removal of the net standards or an installation of non-tennis related permanent fixtures on the courts), shall be undertaken pursuant to Section 2.02 of this Lease

## Exhibit C

### Occasional Use for Events

The Tennis Facility may be used on an occasional basis for events produced or hosted by or in conjunction with Elings Park which are intended to raise funds for the maintenance and operation of the Tennis Facility and Elings Park. Such events shall be scheduled and managed in such a way so as to not materially impact the overall recreation programming to be provided at the Tennis Facility pursuant to the terms of the Lease and this Exhibit C.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** Treasury Division, Finance Department  
**SUBJECT:** October 2010 Investment Report

**RECOMMENDATION:**

That Council accept the October 2010 Investment Report.

**DISCUSSION:**

The attached investment report includes Investment Activity, Interest Revenue, a Summary of Cash and Investments, and Investment Portfolio detail as of October 31, 2010.

**ATTACHMENT:** October 2010 Investment Report  
**PREPARED BY:** Jill Taura, Treasury Manager  
**SUBMITTED BY:** Robert Samario, Finance Director  
**APPROVED BY:** City Administrator's Office

**CITY OF SANTA BARBARA**  
**Activity and Interest Report**  
**October 31, 2010**

**INVESTMENT ACTIVITY**

---

**PURCHASES OR DEPOSITS**

10/12 LAIF Deposit - City	\$ 1,000,000
10/13 LAIF Deposit - City	1,000,000
10/14 LAIF Deposit - City	2,500,000
10/18 LAIF Deposit - City	3,000,000
10/25 LAIF Deposit - City	1,000,000
10/28 LAIF Deposit - City	1,000,000
10/28 Federal Farm Credit Bank (FFCB)	2,000,000
10/29 LAIF Deposit - City	5,000,000
<b>Total</b>	<b>\$ 16,500,000</b>

**SALES, MATURITIES, CALLS OR WITHDRAWALS**

10/7 LAIF Withdrawal - City	\$ (1,500,000)
10/8 LAIF Withdrawal - City	(2,500,000)
10/14 Federal Farm Credit Bank (FFCB) - Call	(2,000,000)
10/15 Federal National Mortgage Association (FNMA) - Call	(2,000,000)
10/21 LAIF Withdrawal - City	(4,000,000)
10/28 Federal Home Loan Mortgage Corp (FHLMC) - Call	(2,000,000)
10/29 Federal Home Loan Mortgage Corp (FHLMC) - Call	(2,000,000)
<b>Total</b>	<b>\$ (16,000,000)</b>

**ACTIVITY TOTAL**

**\$ 500,000**

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**INTEREST REVENUE**

---

**POOLED INVESTMENTS**

Interest Earned on Investments	\$ 264,248
Amortization	(6,162)
SBB&T Sweep Account Interest	134
<b>Total</b>	<b>\$ 258,220</b>

**RDA INVESTMENTS**

Interest Earned on Investments (LAIF)	<b>\$ 6,087</b>
---------------------------------------	-----------------

**TOTAL INTEREST EARNED**

**\$ 264,308**

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**CITY OF SANTA BARBARA**  
**Summary of Cash and Investments**  
**October 31, 2010**

**ENDING BALANCE AS OF SEPTEMBER 30, 2010**

Description	Book Value	Yield to Maturity (365 days)	Percent of Portfolio	Average Days to Maturity
State of California LAIF	\$ 44,500,000	0.503%	28.61%	1
Certificates of Deposit	4,000,000	1.500%	2.57%	231
Federal Agency Issues - Coupon	96,934,917	2.482%	62.31%	1,036
Corporate/Medium Term Notes	4,005,194	5.180%	2.57%	124
	<u>149,440,111</u>	<u>1.939%</u>	<u>96.06%</u>	<u>682</u>
SB Airport Promissory Note	6,124,300	7.000%	3.94%	6,847
Totals and Averages	<u>\$ 155,564,411</u>	<u>2.138%</u>	<u>100.00%</u>	<u>925</u>
SBB&T Money Market Account	1,918,372			
<b>Total Cash and Investments</b>	<b><u>\$ 157,482,783</u></b>			

**NET CASH AND INVESTMENT ACTIVITY FOR OCTOBER 2010**      **\$ 1,742,592**

**ENDING BALANCE AS OF OCTOBER 31, 2010**

Description	Book Value	Yield to Maturity (365 days)	Percent of Portfolio	Average Days to Maturity
State of California LAIF	\$ 51,000,000	0.480%	32.68%	1 (1)
Certificates of Deposit	4,000,000	1.500%	2.56%	200
Federal Agency Issues - Coupon	90,929,696	2.457%	58.27%	1,010
Corporate/Medium Term Notes	4,004,253	5.180%	2.57%	93
	<u>149,933,949</u>	<u>1.832%</u>	<u>96.08%</u>	<u>621</u>
SB Airport Promissory Note	6,124,300	7.000%	3.92%	6,816
Totals and Averages	<u>\$ 156,058,249</u>	<u>2.034%</u>	<u>100.00%</u>	<u>864</u>
SBB&T Money Market Account	3,167,127			
<b>Total Cash and Investments</b>	<b><u>\$ 159,225,375</u></b>			

Note:

(1) The average life of the LAIF portfolio as of October 31, 2010 is 191 days.

**CITY OF SANTA BARBARA**  
**Investment Portfolio**  
**October 31, 2010**

DESCRIPTION	PURCHASE DATE	MATURITY DATE	QUALITY RATING MOODY'S	QUALITY RATING S & P	STATED RATE	YIELD AT 365	FACE VALUE	BOOK VALUE	MARKET VALUE	BOOK GAIN/(LOSS)	COMMENTS
<b>LOCAL AGENCY INVESTMENT FUNDS</b>											
LOCAL AGENCY INVESTMENT FUND	-	-	-	-	0.480	0.480	36,000,000.00	36,000,000.00	36,000,000.00	0.00	
LOCAL AGENCY INV FUND/RDA	-	-	-	-	0.480	0.480	15,000,000.00	15,000,000.00	15,000,000.00	0.00	
<b>Subtotal, LAIF</b>							51,000,000.00	51,000,000.00	51,000,000.00	0.00	
<b>CERTIFICATES OF DEPOSIT</b>											
MONTECITO BANK & TRUST	11/18/09	11/18/10	-	-	1.250	1.250	2,000,000.00	2,000,000.00	2,000,000.00	0.00	
MONTECITO BANK & TRUST	11/18/09	11/18/11	-	-	1.750	1.750	2,000,000.00	2,000,000.00	2,000,000.00	0.00	
<b>Subtotal, Certificates of deposit</b>							4,000,000.00	4,000,000.00	4,000,000.00	0.00	
<b>FEDERAL AGENCY ISSUES - COUPON</b>											
FEDERAL FARM CREDIT BANK	03/06/09	04/24/12	Aaa	AAA	2.250	2.120	2,000,000.00	2,003,713.99	2,055,630.00	51,916.01	
FEDERAL FARM CREDIT BANK	10/28/10	10/28/15	Aaa	AAA	1.540	1.540	2,000,000.00	2,000,000.00	2,000,630.00	630.00	Callable 10/28/11, then cont.
FEDERAL FARM CREDIT BANK	11/07/06	01/18/11	Aaa	AAA	5.750	5.000	2,000,000.00	2,002,852.72	2,024,380.00	21,527.28	
FEDERAL FARM CREDIT BANK	03/04/09	01/17/12	Aaa	AAA	2.000	2.002	2,000,000.00	2,000,000.00	2,041,250.00	41,250.00	
FEDERAL FARM CREDIT BANK	03/05/09	03/04/13	Aaa	AAA	2.600	2.600	2,000,000.00	2,000,000.00	2,098,130.00	98,130.00	
FEDERAL FARM CREDIT BANK	05/08/09	04/08/13	Aaa	AAA	2.200	2.200	2,000,000.00	2,000,000.00	2,081,250.00	81,250.00	
FEDERAL FARM CREDIT BANK	06/19/09	06/18/12	Aaa	AAA	2.125	2.125	2,000,000.00	2,000,000.00	2,057,500.00	57,500.00	
FEDERAL FARM CREDIT BANK	09/30/09	10/03/11	Aaa	AAA	1.125	1.125	2,000,000.00	2,000,000.00	2,014,380.00	14,380.00	
FEDERAL FARM CREDIT BANK	12/01/09	12/01/14	Aaa	AAA	2.840	2.840	2,000,000.00	2,000,000.00	2,004,380.00	4,380.00	Callable 12/01/10, then cont.
FEDERAL FARM CREDIT BANK	01/13/10	01/13/15	Aaa	AAA	3.180	3.180	2,000,000.00	2,000,000.00	2,012,500.00	12,500.00	Callable 01/13/11, then cont.
FEDERAL FARM CREDIT BANK	04/30/10	04/09/15	Aaa	AAA	2.900	2.916	2,000,000.00	1,998,873.59	2,048,750.00	49,876.41	Callable 04/09/12, once
FEDERAL HOME LOAN BANK	05/22/07	06/10/11	Aaa	AAA	5.250	5.005	2,000,000.00	2,002,658.64	2,059,070.00	56,411.36	
FEDERAL HOME LOAN BANK	07/09/07	02/15/11	Aaa	AAA	4.000	5.308	2,000,000.00	1,993,195.06	2,022,500.00	29,304.94	
FEDERAL HOME LOAN BANK	03/04/09	06/08/12	Aaa	AAA	4.375	2.110	1,700,000.00	1,759,313.54	1,798,285.50	38,971.96	
FEDERAL HOME LOAN BANK	04/15/10	10/15/13	Aaa	AAA	2.000	2.000	2,000,000.00	2,000,000.00	2,083,750.00	83,750.00	
FEDERAL HOME LOAN BANK	08/05/10	09/12/14	Aaa	AAA	1.375	1.375	2,000,000.00	2,000,000.00	2,034,380.00	34,380.00	
FEDERAL HOME LOAN BANK	06/30/09	06/30/14	Aaa	AAA	2.000	3.733	2,000,000.00	2,000,000.00	2,012,810.00	12,810.00	SU 5%, Callable 06/30/11, once
FEDERAL HOME LOAN BANK	09/17/09	12/13/13	Aaa	AAA	3.125	2.440	2,000,000.00	2,040,296.60	2,149,690.00	109,393.40	
FEDERAL HOME LOAN BANK	01/15/10	10/30/12	Aaa	AAA	1.700	1.700	2,000,000.00	2,000,000.00	2,052,190.00	52,190.00	
FEDERAL HOME LOAN BANK	03/30/10	09/30/13	Aaa	AAA	2.000	2.000	2,000,000.00	2,000,000.00	2,014,070.00	14,070.00	Callable 03/30/11, once
FEDERAL HOME LOAN BANK	04/05/10	11/29/13	Aaa	AAA	2.000	2.000	2,000,000.00	2,000,000.00	2,084,690.00	84,690.00	
FEDERAL HOME LOAN BANK	06/29/10	10/29/12	Aaa	AAA	1.125	1.125	2,000,000.00	2,000,000.00	2,029,370.00	29,370.00	
FEDERAL HOME LOAN BANK	05/23/08	06/10/11	Aaa	AAA	3.125	3.520	2,000,000.00	1,995,460.29	2,031,570.00	36,109.71	
FEDERAL HOME LOAN BANK	05/28/10	05/28/15	Aaa	AAA	2.000	2.653	2,000,000.00	2,000,000.00	2,061,870.00	61,870.00	SU 3.35%, Callable 11/28/12, once
FEDERAL HOME LOAN BANK	06/16/08	12/10/10	Aaa	AAA	3.250	3.800	2,000,000.00	1,998,869.26	2,006,880.00	8,010.74	
FEDERAL HOME LOAN BANK	09/17/09	09/13/13	Aaa	AAA	4.375	2.272	2,000,000.00	2,114,641.11	2,217,190.00	102,548.89	

**CITY OF SANTA BARBARA**  
**Investment Portfolio**  
**October 31, 2010**

DESCRIPTION	PURCHASE DATE	MATURITY DATE	QUALITY RATING MOODY'S	QUALITY RATING S & P	STATED RATE	YIELD AT 365	FACE VALUE	BOOK VALUE	MARKET VALUE	BOOK GAIN/(LOSS)	COMMENTS
FEDERAL HOME LOAN BANK	02/22/10	12/13/13	Aaa	AAA	3.125	2.130	2,000,000.00	2,059,234.40	2,149,690.00	90,455.60	
FEDERAL HOME LOAN BANK	03/26/10	06/08/12	Aaa	AAA	1.375	1.325	2,000,000.00	2,001,573.64	2,033,130.00	31,556.36	
FEDERAL HOME LOAN BANK	07/14/10	07/14/15	Aaa	AAA	2.000	2.336	2,000,000.00	2,000,000.00	2,025,310.00	25,310.00	SU 2.0%-3.5% Call 07/14/11, then q
FEDERAL HOME LOAN BANK	06/30/10	06/30/14	Aaa	AAA	1.125	2.277	2,000,000.00	2,000,000.00	2,023,130.00	23,130.00	SU 3% callable 12/30/11, once
FEDERAL HOME LOAN MTG CORP	04/08/09	04/08/13	Aaa	AAA	2.500	2.526	2,000,000.00	1,999,563.89	2,018,460.00	18,896.11	Callable 04/08/11, once
FEDERAL HOME LOAN MTG CORP	05/19/09	11/19/12	Aaa	AAA	2.170	2.170	2,000,000.00	2,000,000.00	2,019,860.00	19,860.00	Callable 05/19/11, once
FEDERAL HOME LOAN MTG CORP	09/03/09	09/21/12	Aaa	AAA	2.125	1.699	2,000,000.00	2,015,606.56	2,065,320.00	49,713.44	
FEDERAL HOME LOAN MTG CORP	05/13/09	05/13/13	Aaa	AAA	2.400	2.400	2,000,000.00	2,000,000.00	2,021,340.00	21,340.00	Callable 05/13/11, once
FEDERAL HOME LOAN MTG CORP	06/09/09	08/17/12	Aaa	AAA	1.000	2.420	2,000,000.00	1,951,223.62	2,017,760.00	66,536.38	
FEDERAL HOME LOAN MTG CORP	03/26/10	04/25/12	Aaa	AAA	1.125	1.197	1,000,000.00	998,944.83	1,011,480.00	12,535.17	
FEDERAL HOME LOAN MTG CORP	06/30/10	06/30/15	Aaa	AAA	2.000	2.914	2,000,000.00	2,000,000.00	2,022,540.00	22,540.00	SU 2.0%-4.5%, Call 06/30/11, annua
FEDERAL NATL MORTGAGE ASSN	03/18/09	09/18/12	Aaa	AAA	2.500	2.500	2,000,000.00	2,000,000.00	2,017,190.00	17,190.00	Callable 03/18/11, once
FEDERAL NATL MORTGAGE ASSN	07/07/10	07/07/15	Aaa	AAA	2.350	2.350	2,000,000.00	2,000,000.00	2,025,000.00	25,000.00	Callable 07/07/11, once
FEDERAL NATL MORTGAGE ASSN	05/24/10	06/24/13	Aaa	AAA	2.000	2.000	2,000,000.00	2,000,000.00	2,016,570.00	16,570.00	Callable 06/24/11, once
FEDERAL NATL MORTGAGE ASSN	08/10/10	08/10/15	Aaa	AAA	2.000	2.055	2,000,000.00	1,995,385.00	2,042,820.00	47,435.00	Callable 08/10/12, once
FEDERAL NATL MORTGAGE ASSN	02/27/09	02/24/12	Aaa	AAA	2.250	2.250	2,000,000.00	2,000,000.00	2,011,570.00	11,570.00	Callable 02/24/11, once
FEDERAL NATL MORTGAGE ASSN	08/05/10	08/05/15	Aaa	AAA	2.125	2.125	2,000,000.00	2,000,000.00	2,020,000.00	20,000.00	Callable 08/05/11, once
FEDERAL NATL MORTGAGE ASSN	09/09/10	09/09/15	Aaa	AAA	1.850	1.871	2,000,000.00	1,998,288.89	2,012,500.00	14,211.11	Callable 09/09/11, once
FEDERAL NATL MORTGAGE ASSN	05/19/10	05/19/15	Aaa	AAA	3.125	3.125	2,000,000.00	2,000,000.00	2,002,500.00	2,500.00	Callable 11/19/10, then qtrly
FEDERAL NATL MORTGAGE ASSN	09/21/10	09/21/15	Aaa	AAA	2.000	2.000	2,000,000.00	2,000,000.00	2,010,620.00	10,620.00	Callable 03/21/11, once
<b>Subtotal, Federal Agencies</b>							<b>90,700,000.00</b>	<b>90,929,695.63</b>	<b>92,663,885.50</b>	<b>1,734,189.87</b>	
<b>CORPORATE/MEDIUM TERM NOTES</b>											
GENERAL ELECTRIC CAPITAL CORP	01/10/07	02/22/11	Aa2	AA+	6.125	5.100	2,000,000.00	2,005,626.40	2,034,420.00	28,793.60	
WELLS FARGO & CO.	05/30/07	01/12/11	A1	AA-	4.875	5.260	2,000,000.00	1,998,626.90	2,017,400.00	18,773.10	
<b>Subtotal, Corporate Securities</b>							<b>4,000,000.00</b>	<b>4,004,253.30</b>	<b>4,051,820.00</b>	<b>47,566.70</b>	
<b>SB AIRPORT PROMISSORY NOTE (LT)</b>											
SANTA BARBARA AIRPORT	07/14/09	06/30/29	-	-	7.000	7.000	6,124,299.81	6,124,299.81	6,124,299.81	0.00	
<b>Subtotal, SBA Note</b>							<b>6,124,299.81</b>	<b>6,124,299.81</b>	<b>6,124,299.81</b>	<b>0.00</b>	
<b>TOTALS</b>							<b>155,824,299.81</b>	<b>156,058,248.74</b>	<b>157,840,005.31</b>	<b>1,781,756.57</b>	

Market values have been obtained from the City's safekeeping agent, Santa Barbara Bank and Trust (SBB&T). SBB&T uses Interactive Data Pricing Service, Bloomberg and DTC.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING TITLE 22 OF THE SANTA BARBARA MUNICIPAL CODE RELATING TO THE EXPIRATION OF PROJECT DESIGN REVIEW APPROVALS, AMENDING SECTION 27.07.110 OF TITLE 27 RELATING TO APPROVED SUBDIVISION MAPS, AND AMENDING CHAPTER 28.87. OF TITLE 28 OF THE SANTA BARBARA MUNICIPAL CODE RELATING TO THE PREPARATION OF ZONING INFORMATION REPORTS AND THE EXPIRATION AND TOLLING OF DEVELOPMENT PLANS AND OTHER PROJECT APPROVALS FOR APPROVED DEVELOPMENT PROJECTS.

**SECTION ONE.** Sections 22.22.020 and 22.22.180 of Chapter 22.22 "Historic Structures" of Title 22 of the Santa Barbara Municipal Code are amended to read as follows:

**22.22.020 Definitions.**

Unless the context requires a different meaning, the words and phrases used in this chapter are defined as follows:

A. "**ADOBE.**" An unburnt, sun-dried, clay brick; or a building made of adobe bricks.

B. "**ADVISORY MEMBER.**" An Honorary Member of the Historic Landmarks Commission of the City of Santa Barbara appointed under the provisions of the City Charter.

C. "**ALTERATION.**" An exterior change or modification. For the purposes of this chapter, an alteration shall include, but not be limited to, exterior changes to or modification of a structure, including the architectural details or visual characteristics such as paint color and surface texture, grading, surface paving, new structures, a structural addition, cutting or removal of trees and other natural features, disturbance of archaeological sites or areas, and the placement or removal of any exterior objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, plantings and landscape accessories affecting the exterior visual qualities of the property.

D. "**ARCHAEOLOGICAL.**" Pertaining to the scientific study of the life and culture of earlier peoples by excavation of sites and relics.

E. "**ARCHITECTURAL.**" Pertaining to the science, art or profession of designing and constructing buildings.

F. "**CEQA.**" The "California Environmental Quality Act" as codified at state Public Resources Code §§ 21000 et seq. and the approved Administrative Guidelines related thereto as established in the California Code of Regulation, Title 14, Chapter 3, §§ 15000-15387.

G. "**COMMISSION.**" Historic Landmarks Commission established by City Charter.

H. "**COUNTY ASSESSOR.**" The Tax Assessor of the County of Santa Barbara.

I. "**CULTURAL.**" Pertaining to the concepts, habits, skills, arts, instruments, institutions, etc. of a given people in a given period.

J. "**DEMOLITION.**" The permanent removal from a structure of either a significant component or a character defining element, as may be determined by the Historic Landmarks Commission or where appropriate, by the Community Development Director. Demolition shall include, but not be limited to, the act of pulling down, destroying, removing, relocating or razing a structure or commencing the work thereof with the intent of completing the same.

K. "**ELEVATIONS.**" The flat scale orthographic projected drawings of all exterior vertical surfaces of a building.

L. "**FAÇADE.**" The front of a building or the part of a building facing a street, courtyard, etc.

M. "**HISTORIC DISTRICT.**" A delineated geographic area of the City (or a noncontiguous grouping of real properties within the City) where most of the properties within the district are thematically architecturally related and possess historical significance, special character, or aesthetic value, including, but not limited to, a distinct section of the City possessing a significant concentration of cultural resources which are united historically or aesthetically either by plan or by physical development, as such a district is designated by the City Council, acting by resolution or by ordinance, as being worthy of protection under this Chapter.

N. "**HISTORIC RESOURCE.**" A City designated "Landmark" or a City designated "Structure of Merit."

O. "**HISTORIC RESOURCE SURVEY.**" A field investigation of structures, sites, or natural features within a certain designated area or neighborhood of the City made by the City for the purpose of identifying potential City Historic Resources.

P. "**LANDMARK.**" A structure, natural feature, site or area having historic, architectural, archaeological, cultural or aesthetic significance and designated as a landmark under the provisions of this chapter.

Q. "**LANDMARK DISTRICT.**" An area of the City of Santa Barbara containing a number of structures, natural features or sites having historic, architectural, archaeological, cultural or aesthetic significance and designated as a landmark district under the provisions of this Chapter.

R. "**MEMBER.**" A member of the Historic Landmarks Commission of the City of Santa Barbara appointed under the provisions of the City Charter.

S. "**NATURAL FEATURE.**" A tree, plant life or geological or other distinctive physical characteristic or natural feature or element present on the real property.

T. "**NEIGHBORHOOD.**" An area of the City of Santa Barbara designated as such in the City's General Plan.

U. "**OWNER.**" A person, association, partnership, firm, corporation or public entity appearing as the holder of legal title to any property on the last assessment roll of the County Assessor.

V. "**POTENTIAL HISTORIC RESOURCES LIST.**" A list consisting of those structures, real property sites, or real property natural features which have been identified by the Historic Landmarks Commission as being a potentially significant historic resource as such identification process is provided for in Section 22.22.030 hereof.

W. "**PRESERVATION EASEMENT.**" An interest held by the public in any structure, natural feature, site or area not owned by the public and restricting its use, alteration, relocation or demolition for the purpose of preservation.

X. "**PROJECT DESIGN APPROVAL.**" The review and approval of an application on its merits where the application has been filed pursuant to Santa Barbara Municipal Code Chapter 22.22, Chapter 22.68, or Chapter 22.69 and where the minutes of the Historic Landmarks Commission (or the Architectural Board of Review or the Single Family Design Board, as the appropriate case may be) designate the approval as the "Project Design Approval." For the purposes of the state "Permit Streamlining Act" (Government Code

section 65950 et seq.), the "Project Design Approval" is the substantive approval of the project on its design merits.

Y. **"SITE PLAN."** A flat scale drawing of the place where something is, is to be, or was located.

Z. **"STRUCTURE."** A building or any other man-made object affixed on or under the ground.

AA. **"STRUCTURE OF MERIT."** A structure not designated as a landmark but deserving official recognition as having historic, architectural, archaeological, cultural or aesthetic significance and designated as a Structure of Merit under the provisions of this Chapter.

## **22.22.180 Expiration of Project Design Approvals.**

### **A. PROJECT DESIGN APPROVAL.**

1. **Approval Valid for Three Years.** A Project Design Approval issued by the Historic Landmarks Commission or the City Council on appeal shall expire if a building permit for the project is not issued within three (3) years of the granting of the Project Design Approval by the Commission or the City Council on appeal.

2. **Extension of Project Design Approvals.** Upon a written request from the applicant submitted prior to the expiration of the Project Design Approval, the Community Development Director may grant one (1) two-year extension of a Project Design Approval.

**B. EXCLUSIONS OF TIME.** The time period specified in this Chapter for the validity of a Project Design Approval shall not include any period of time during which either of the following applies:

1. a City moratorium ordinance on the issuance of building permits is in effect; or

2. a lawsuit challenging the validity of the Project's approval by the City is pending in a court of competent jurisdiction.

**SECTION TWO.** Sections 22.68.015 and 22.68.110 of Chapter 22.68 "Architectural Board of Review" of Title 22 of the Santa Barbara Municipal Code are amended to read as follows:

**Section 22.68.015 Definitions.**

A. **DEFINED IN THIS CHAPTER.** If any word or phrase is defined in this Chapter 22.68, the definition given in this Chapter shall be operative for the purposes of this Chapter.

B. **DEFINED IN CHAPTER 28.04.** If a word or phrase used in this Chapter 22.68 is not defined in this Chapter, but is defined in Chapter 28.04 of this Code, the word or phrase shall have the same meaning in this Chapter as the meaning specified in Chapter 28.04.

C. **UNDEFINED WORDS AND PHRASES.** Any words or phrases used in this Chapter 22.68 that are not defined in this Chapter or Chapter 28.04 of this Code shall be construed according to the common meaning of the words and the context of their usage.

D. **PROJECT DESIGN APPROVAL.** With respect to design review by the Architectural Board of Review, a "Project Design Approval" is as defined in SBMC Section 22.22.020.

**Section 22.68.110 Expiration of Project Design Approvals.**

A. **PROJECT DESIGN APPROVAL.**

1. **Approval Valid for Three Years.** A Project Design Approval issued by the Architectural Board of Review or the City Council on appeal shall expire if a building permit for the project is not issued within three (3) years of the granting of the Project Design Approval by the Architectural Board of Review or the City Council on appeal.

2. **Extension of Project Design Approvals.** Upon a written request from the applicant submitted prior to the expiration of the Project Design Approval, the Community Development Director may grant one (1) two-year extension of a Project Design Approval.

B. **EXCLUSIONS OF TIME.** The time period specified in this Chapter for the validity of a Project Design Approval shall not include any period of time during which either of the following applies:

1. a City moratorium ordinance on the issuance of building permits is in effect; or

2. a lawsuit challenging the validity of the Project's approval by the City is pending in a court of competent jurisdiction.

**SECTION THREE.** Sections 22.69.015 and 22.69.090 of Chapter 22.69 "Single Family Design Board" of Title 22 of the Santa Barbara Municipal Code are amended to read as follows:

**Section 22.69.015 Definitions.**

**A. DEFINED IN THIS CHAPTER.** If any word or phrase is defined in this Chapter 22.69, the definition given in this Chapter shall be operative for the purposes of this Chapter.

**B. DEFINED IN CHAPTER 28.04.** If a word or phrase used in this Chapter 22.69 is not defined in this Chapter, but is defined in Chapter 28.04 of this Code, the word or phrase shall have the same meaning in this Chapter as the meaning specified in Chapter 28.04.

**C. UNDEFINED WORDS AND PHRASES.** Any words or phrases used in this Chapter 22.69 that are not defined in this Chapter or Chapter 28.04 of this Code shall be construed according to the common meaning of the words and the context of their usage.

**D. PROJECT DESIGN APPROVAL.** With respect to design review by the Single Family Design Board, a "Project Design Approval" is as defined in SBMC Section 22.22.020.

**Section 22.69.090 Expiration of Project Design Approvals.**

**A. PROJECT DESIGN APPROVAL.**

**1. Approval Valid for Three Years.** A Project Design Approval issued by the Single Family Design Board or the City Council on appeal shall expire if a building permit for the project is not issued within three (3) years of the granting of the Project Design Approval by the Single Family Design Board or the City Council on appeal.

**2. Extension of Project Design Approval.** Upon a written request from the applicant submitted prior to the expiration of the Project Design Approval, the Community Development Director may grant one (1) two-year extension of a Project Design Approval.

**B. EXCLUSIONS OF TIME.** The time period specified in this Chapter for the validity of a Project Design Approval shall not include any period of time during which either of the following applies:

1. a City moratorium ordinance on the issuance of building permits, is in effect; or

2. a lawsuit challenging the validity of the Project's approval by the City is pending in a court of competent jurisdiction.

**SECTION FOUR.** Section 22.70.050 of Title 22 of the Santa Barbara Municipal Code is hereby amended to read as follows:

**Section 22.70.050 Sign Permits.**

**A. APPLICATION.** Any person desiring to construct, maintain or display a sign for which a permit is required shall submit an application to the Planning Division of the Community Development Department. The application shall be made upon forms provided by the Community Development Department and shall be accompanied by the following materials:

1. Two copies of a plan showing:

a. The position of each sign and its relation to adjacent buildings or structures.

b. The proposed design, size, colors, and location on the premises of each sign including the type and intensity of any proposed lighting.

2. A statement showing the sizes and dimensions of all signs existing on the premises at the time of making such application.

3. Such other information as the Director of the Community Development Department may require to show full compliance with this and all other ordinances of the City of Santa Barbara.

4. A written authorization to submit the sign permit application signed by the property owner or lessee.

**B. FEES.** The sign permit application shall be accompanied by the appropriate fee established by the City Council by resolution. If installation of a sign is commenced before an application for a permit is made or before the plans are approved by the Sign Committee, the applicant shall be charged an additional field inspection fee equal to the permit fee.

**C. PROCESSING APPLICATIONS.**

1. Community Development Department staff shall review the application and accept it as complete or reject it as incomplete within three (3) working days from the date of filing.

2. No sign permit application will be accepted if:

a. The applicant has installed a sign in violation of the provisions of this Chapter and, at the time of the submission of the application, each illegal sign has not been legalized, removed or included in the application; or

b. Any sign under the control of the applicant on the

premises of the proposed sign was installed in violation of this Chapter and at the time of submission of the application, each illegal sign has not been legalized, removed or included in the application; or

c. The sign permit application is substantially the same as an application previously denied by staff or the Sign Committee or, on appeal, by the Historic Landmarks Commission, the Architectural Board of Review, or the City Council, unless:

i. Twelve (12) months have elapsed from the date of the final decision on the application; or

ii. New evidence or proof of changed conditions is furnished in the new application.

3. **Assignment of Level of Review.** Community Development Staff will review each sign permit application and assign each complete application to one of three review categories: conforming review, consent review, or full board review. Sign permit applications will be assigned to conforming review based on the criteria found in Section 22.70.050.E. Most other sign permit applications will be assigned to consent review. Sign permit applications that involve multiple exception requests, a large number of signs, or a large volume of signage will be assigned to full board review. Prior to a hearing on Consent Review, any member of the Sign Committee, Architectural Board of Review, or the Historic Landmarks Commission may request that an application assigned for consent review be re-assigned for full board review.

**D. BUILDING AND ELECTRICAL PERMITS.** After a sign has been approved by the Sign Committee the applicant shall obtain all required building and electrical permits from the Building and Safety Division of the Community Development Department.

**E. CONFORMING AND CONSENT SIGN REVIEW.**

1. Sign Conformance Determination. Applications for signs conforming to the Sign Ordinance and Sign Review Guidelines may be eligible for review and approval by the Chair or Vice-Chair of the Sign Committee or their designated alternate. Conforming signs which meet the following criteria shall be referred by Staff for Conforming Sign Review:

a. Signs where the size, shape, color, placement, and any lighting of the sign are consistent with adopted guidelines.

b. Signs located within El Pueblo Viejo Landmark District that comply with the requirements of Section 22.70.040.B and would be compatible with the required architectural style described in Section 22.22.104.

c. Minor wording, name, color and/or face changes which do not affect the character or location of a sign;

d. Signs for a commercial or industrial complex where a previously approved sign program is in effect and the proposed sign conforms to the program;

e. Thirty (30) day extension of temporary signage;

f. Conceptually approved signs, if all Committee conditions are met; and

g. Awning Signs.

Sign applications which do not meet these specific criteria may be referred by Staff or the Chair, Vice-Chair or their designated alternate for Conforming Sign Review, if deemed appropriate. In addition, the full Sign Committee may also direct some projects or portions of projects to the Conforming Sign Review for approval.

2. Conforming Review. Conforming reviews are conducted by any one (1) member of the Sign Committee.

3. Consent Review. Consent reviews are conducted by any two (2) members of the City Committee.

4. Standard of Review and Findings. Conforming review and consent review are conducted using the review criteria provided in Section 22.70.050.G and making the findings required in Section 22.70.050.H.

**F. FULL BOARD REVIEW.** Full board review is conducted by the ABR or, if the sign is located in El Pueblo Viejo Landmarks District or the sign is proposed on a site that is a designated historic resource or potential historic resource, the HLC. When conducting a full board review of a sign permit application, the ABR or HLC shall assume the role of the Sign Committee, as provided in Chapter 22.70 and amended by this ordinance. The ABR or HLC shall employ the current adopted Sign Review Guidelines and shall conduct its review using the review criteria provided in Section 22.70.050.G and making the findings required in Section 22.70.050.H.

**G. SIGN REVIEW CRITERIA.**

1. In reviewing a sign permit application, staff and the Sign Committee shall apply the following criteria as the basis for action:

a. The sign shall be in proportion with and visually consistent with the architectural character of the building.

b. The sign shall not constitute needless repetition, redundancy or proliferation of signing.

c. The location of the proposed sign and the design of its visual elements (lettering, colors, decorative motif, spacing and proportion) shall result in a sign which is legible under normal viewing conditions existing at the sign's proposed location.

d. The sign shall not obscure from view or unduly detract from existing signing.

e. If the proposed sign will be adjacent to, in or near a residential area, it shall be harmonious and compatible with the residential character of the area.

f. The size, shape, color and placement of the sign and any lighting shall be compatible to and harmonious with the building which it identifies and with the area in which it will be located.

g. If the sign is to be located in El Pueblo Viejo Landmark District, the sign shall comply with the requirements of Section 22.70.040.E and shall be compatible with the required architectural style described in Section 22.22.104.

2. If a sign permit application satisfies the above criteria and complies with the other provisions of this Chapter, it shall be approved.

**H. FINDINGS.** If a sign permit application is denied, specific and detailed findings setting forth the reasons why the proposed sign violates the criteria set forth above or other provisions of this Chapter shall be prepared in writing and mailed to the applicant or his agent and sign contractor within seven (7) days.

**I. APPEALS.** The applicant or any interested person may appeal decisions concerning sign permit applications as follows:

1. Appeals to the Architectural Board of Review or the Historic Landmarks Commission. Any action of the Sign Committee or of the Division staff may be appealed by the applicant or any interested party to the Architectural Board of Review or, if the sign is in El Pueblo Viejo Landmark District or if the sign is proposed on a site that is a designated historic resource or potential historic resource, to the Historic Landmarks Commission. Said appeal shall be in writing, shall state reasons for the appeal and shall be filed with the staff of the Architectural Board of Review or the Historic Landmarks Commission within ten (10) days of the meeting at which the decision being appealed was rendered. A hearing shall be held

by the Architectural Board of Review or the Historic Landmarks Commission, as appropriate, at the first available meeting of the Architectural Board of Review or the Historic Landmarks Commission following the filing of the appeal. Notice of the time and place of the hearing shall be sent to the applicant and appellant no later than five (5) days prior to said hearing. The Board or Commission may affirm, reverse or modify the decision of the Sign Committee or staff concerning the sign permit application. Said action shall take place within twenty-eight (28) days from the date of the filing of the appeal. Failure to act within said period will result in the sign permit application being deemed approved to the extent that it complies with the provisions of this Chapter. Upon such an automatic approval, the Division of Land Use Controls shall issue the permit. No member of the Board or Commission who is also a member of the Sign Committee and who participated in the decision of the Sign Committee shall act on the appeal.

2. Appeal to the City Council. An appeal to the City Council from the decision of the Architectural Board of Review or the Historic Landmarks Commission shall be made pursuant to the provisions of Section 1.30.050 of this Code.

**J. EXPIRATION OF PENDING APPLICATION.** Signs must be installed within six months of the date of approval or the approval is void, unless the applicant has requested and received an extension not exceeding six (6) months from the Community Development Director.

**SECTION FIVE.** Section 27.07.110 of Chapter 27 of Title 27 of the Santa Barbara Municipal Code is hereby amended to read as follows:

**Section 27.07.110 Expiration and Extensions of Tentative Maps**

**A. EXPIRATION.** The approval or conditional approval of a tentative map shall expire twenty-four (24) months from the date the map was approved or conditionally approved.

**B. EXTENSION.** The subdivider may request an extension of the tentative map approval or conditional approval by written application to the Staff Hearing Officer filed with the Community Development Department, such application to be filed before the expiration of the tentative map. The application shall state the reasons for requesting the extension. The Staff Hearing Officer shall grant or deny the request for an extension. In granting an extension, the Staff Hearing Officer may impose new conditions or revise existing conditions.

**C. APPEAL.** If the Staff Hearing Officer denies the subdivider's application for an extension, the subdivider may appeal said denial to the City Council within fifteen (15) days after the Staff Hearing Officer action.

**D. TIME LIMIT ON EXTENSIONS.** An extension or extensions of tentative map approval or conditional approval shall not exceed an aggregate of three (3) years beyond the expiration of the twenty-four (24) month period provided in Subsection A above.

**E. EFFECT OF MAP MODIFICATION ON EXTENSION.** Modification of a tentative map after approval or conditional approval shall not extend the time limits imposed by this section.

**F. LITIGATION TOLLING PURSUANT TO THE SUBDIVISION MAP ACT.** The period of time specified in this section for the validity of a tentative map, including any extension thereof, granted pursuant to the state Subdivision Map Act, shall not include the period of time during which a lawsuit involving the approval or conditional approval of the tentative map is or was pending in a court of competent jurisdiction provided that such litigation tolling does not exceed a period of five (5) years.

For the purposes of compliance with subsection (c) of Government Code Section 66452.6 (a part of the state Subdivision Map Act), this subsection shall be deemed the local agency's express approval of the tolling of the period of time during which a tentative map's approval is subject to litigation. The Community Development Director may adopt administrative procedures for requiring an applicant to advise the City of litigation challenging the validity of a tentative map's approval or conditional approval and for documenting the period of time involved in such litigation.

**SECTION SIX.** Sections 28.87.220, 28.87.350, 28.87.360, and 28.87.370 of Chapter 28.87 of Title 28 of the Santa Barbara Municipal Code are amended to read as follows:

**Section 28.87.220 Zoning Information Report.**

**A. STATEMENT OF LEGISLATIVE INTENT.**

These regulations are intended to require a Zoning Information Report for purchasers of residential property, setting forth matters of City record pertaining to the authorized use, occupancy, zoning and the results of a physical inspection of the property. Primary purpose of the report is to provide information to the potential buyer of residential property concerning the zoning and permitted use of the property.

**B. DEFINITIONS.**

1. "Owner" shall mean any person, co-partnership, association, corporation or fiduciary having legal or equitable title or any interest in any real property.

2. "Residential property" shall mean any improved real property, designed or permitted to be used for any residential purpose, situated in the City and shall include the building or structures located on said improved real property.

3. "Agreement of sale" shall mean any agreement or written instrument which provides that title to any property shall thereafter be transferred for consideration from one (1) owner to another owner.

**C. REPORT REQUIRED.**

1. **Application.** Except where a sale is exempt from the requirements of this section pursuant to Subsection G below, no later than five (5) days after entering into an "agreement of sale" of any residential property, the owner or owner's authorized representative shall make application to the City for a Zoning Information Report to the Community Development Director on a form provided, and pay a fee as established by resolution of the City Council.

Under normal circumstances the report will be available no later than fifteen (15) working days after the application is received by the Community Development Director.

2. **Copy to Buyer.** Said owner or owner's authorized representative shall provide a copy of the report to the buyer or buyer's authorized representative no later than three (3) days prior to consummation of the transfer of title. The buyer or buyer's authorized representative may waive in writing the requirement for delivery three (3) days prior to consummation of the transfer of title but in any event the report shall be provided to the buyer or buyer's authorized representative prior to the consummation of the transfer of title.

3. **Proof of Receipt.** Proof of receipt of a copy of the report shall be obtained by the owner or owner's authorized representative prior to consummation of the transfer of title. Said proof shall consist of a statement signed by the buyer or buyer's authorized representative stating that the report has been received, the date of the report and the date it was received. City shall provide a receipt form with each zoning information report. The original of the signed proof of receipt shall be mailed or delivered to the Community Development Director of the City no later than the consummation of the transfer of title.

**D. CONTENTS OF ZONING INFORMATION REPORT.**

The Community Development Director shall review the applicable City records and provide the applicant the following information on the Zoning Information Report:

1. Street address and parcel number of the property.
2. The zone classification and permitted uses as set forth in the Zoning Ordinance of the City of Santa Barbara.
3. Occupancy and use permitted as indicated and established by records.
4. Variance, special use permits, conditional use permits, modifications and other administrative acts of record.
5. Any special restrictions in use or development which are recorded in City records and may apply to the property.
6. Any known nonconformities or violations of any ordinances or law.
7. The results of a physical inspection for compliance with the Zoning Ordinance and for compliance with Chapter 14.46 of this Code.
8. A statement of whether the real property has had a Building Sewer Lateral Report prepared for the real property pursuant to the requirements of Santa Barbara Municipal Code Chapter 14.46 within the five (5) year period prior to the preparation of the Zoning Information Report and, if so, that a copy of the Building Sewer Lateral Report is available from the City for the buyer's inspection. All Zoning Information Reports shall also contain an advisory statement (in bold not less than 10 point typeface) prepared by the Public Works Director which advises a purchaser of residential real property regarding the potential problems and concerns caused by an inadequate, failing, or poorly-maintained Building Sewer Lateral. In addition, the standard required advisory statement shall indicate the advisability of a purchaser obtaining a recently-prepared Building Sewer Lateral Inspection Report.

**E. VIOLATION OF LAW NOT PERMITTED.**

Any report issued pursuant to this section shall not constitute authorization to violate any ordinance or law, regardless of whether the report issued pursuant to this section purports to authorize such violation or not.

**F. EXPIRATION OF REPORT.**

Each report shall be valid for a period of twelve (12) months after date of issue or until a transfer of title occurs, whichever is sooner.

**G. EXEMPTIONS.**

The provisions of this section shall not apply to the following sales:

1. The first sale of each separate residential building located in a subdivision where the final subdivision or parcel map has been approved and recorded in accordance with the Subdivision Map Act not more than two (2) years prior to the first sale.

2. The sale of any residential property on which a new home is under construction pursuant to a valid building permit; or

3. The sale of any residential property where the final building permit inspection on a new home was issued within three (3) months of the date on which the owner entered into the agreement for the sale of a home to the buyer.

4. The sale of a condominium unit.

**H. EFFECT OF NONCOMPLIANCE.**

It shall be unlawful for any owner to consummate the transfer of title to any residential property without providing the transferee with a Zoning Information Report as required in this Section 28.87.220. The failure to comply with the provisions of this Section shall not invalidate the transfer or conveyance of real property to a bona fide purchaser or encumbrancer for value.

**Section 28.87.350 Development Plan Time Limits.**

**A. TIME LIMIT.** A development plan approved pursuant to any provision of this Title shall expire four (4) years from the date of its approval, except as otherwise provided herein. No building or grading permit for any work authorized by a development plan shall be issued following expiration of that plan.

**B. CONDITIONS.** Any condition imposed on a development plan may, in the discretion of the body approving the development plan, also constitute (i) a condition to the issuance of and continued validity of any building or grading permit issued to implement that development plan, (ii) a condition to the issuance of the certificate of occupancy with respect to any

improvements authorized by the development plan and (iii) if recorded with the County Recorder, to the continued validity of the certificate of occupancy. Violation of any such condition shall be grounds for suspension or revocation of any building or grading permit or certificate of occupancy issued with respect to the development plan.

**C. EXTENSION OF TIME PERIOD.** Upon application of the developer filed prior to the expiration of the development plan, the time at which the development plan expires may be extended by the Community Development Director for one (1) year.

An extension of the expiration date of a development plan shall be granted if it is found that there has been due diligence to implement and complete the proposed project as substantiated by competent evidence in the record.

**D. SUSPENSION OF TIME DURING MORATORIUM.** The period of time specified in Subsection A, including any extension thereof granted pursuant to Subsection C, shall not include any period of time during which a moratorium, imposed after approval of the development plan, is in existence, provided however, that the length of the moratorium does not exceed five (5) years. For purposes of this Subsection, a development moratorium shall include (i) a water or sewer moratorium, (ii) a water and sewer moratorium, and (iii) a building or grading permit moratorium, as well as other actions of public agencies which regulate land use, development, or the provision of services to the land other than the City, which thereafter prevents, prohibits, or delays the completion of the development.

Once a moratorium is terminated, the development plan shall be valid for the same period of time as was left to run on the development plan at the time that the moratorium was imposed. However, if the remaining time is less than 120 days, the development plan shall be valid for 120 days following the termination of the moratorium.

**E. SUSPENSION OF TIME DURING LITIGATION.** The period of time specified in Subsection A, including any extension thereof granted pursuant to Subsection C, shall not include the period of time during which a lawsuit involving the approval of the development plan or related approvals is or was pending in a court of competent jurisdiction. After service of the initial petition or complaint in the lawsuit upon the City, the applicant may advise the City of the need for a litigation tolling pursuant to the City's adopted procedures.

**F. DEVELOPMENT PLANS ALREADY APPROVED.**

1. **Beginning Date - Development Plan Approvals.** For the purpose of calculating the expiration date of development plans approved prior to the adoption of the ordinance approving this Section, the date of approval of such development plans shall be deemed to be the date said ordinance is adopted by the City Council.

2. **Specific Plan Development Plan Approvals.** For the purposes of calculating the expiration date of a Specific Plan project Development Plan approved in accordance with Santa Barbara Municipal Code Chapter 29.30, Development Plan approvals shall be deemed to expire eight (8) years after the date of the final City action approving the project Development Plan and shall include any related project approvals or modifications granted by the City in connection therewith.

**Section 28.87.360 Abandonment and Revocation of Staff Hearing Officer or Planning Commission Approvals.**

A. **ABANDONMENT OR NON-USE OF APPROVAL.** The validity of a Staff Hearing Officer or Planning Commission action approving a modification, conditional use permit, variance, or Performance Standard Permit shall terminate if (i) a building permit for the use authorized by the approval is not issued within twenty-four (24) months of granting the approval, unless an extension is granted by the Community Development Director, and the construction authorized by the permit diligently pursued to completion and issuance of a Certificate of Occupancy, or (ii) the use authorized by the approval is discontinued, abandoned or unused for a period of six (6) months following the earlier of (a) issuance of a Certificate of Occupancy for the use, or (b) two (2) years from granting the approval.

B. **SUSPENSION OF TIME DURING LITIGATION.** The period of time specified in Subsection A shall not include the period of time during which a lawsuit involving the approval of the modification, conditional use permit, variance, or Performance Standard Permit or related approvals is or was pending in a court of competent jurisdiction. After service of the initial petition or complaint in the lawsuit upon the City, the applicant may advise the City of the need for a litigation tolling pursuant to the City's adopted procedures.

C. **VIOLATION OF CONDITIONS OF APPROVAL.** If the conditions of approval of any variance, modification, conditional use permit or performance standard permit have not been met within any time limits established in such conditions, or have been violated as determined by the Community Development Director, the Staff Hearing Officer or Planning Commission may revoke these permits

or approvals. A decision to revoke shall be made following a hearing, using the same noticing requirements that were applicable to the original permit or application.

**D. APPEALS.**

1. A decision of the Staff Hearing Officer to revoke a permit or other approval under this Section may be suspended or appealed pursuant to Section 28.05.020.

2. A decision of the Planning Commission to revoke a permit or other approval under this Section may be appealed to the City Council pursuant to Chapter 1.30. In addition to the procedures specified in Chapter 1.30, notice of the public hearing before the City Council on an appeal from a decision of the Planning Commission regarding a decision of the Staff Hearing Officer shall be provided in the same manner as notice was provided for the hearing before the Planning Commission. At the time of filing an appeal, the appellant shall pay a fee in the amount established by resolution of the City Council.

**28.87.370 Timelines for Projects with Multiple Approvals.**

**A. TIMELINES TRACK LONGEST LAND USE APPROVAL.** If a project requires multiple discretionary applications pursuant to Titles 22, 27, or 28 of this Code, the expiration date of all discretionary approvals (i.e., such as Title 22 design review, Title 27 subdivision map approval, or Title 28 land use approvals) shall correspond with the longest expiration date specified by any of the land use discretionary applications (including any extensions that are granted for such approval and any applicable tolling or suspensions granted pursuant to this Chapter), unless such extension would conflict with state or federal law. The expiration date of all approvals shall be measured from date of the final action of the City on the longest discretionary land use approval related to the application, unless otherwise specified by state or federal law.

**B. EXCLUSIONS OF TIME.** The periods of time specified in this Section 28.87.370 shall not include any period of time during which either: 1. a moratorium ordinance on the issuance of building permits, imposed by the City after the project received project design approval, is or was in effect; or 2. a lawsuit involving the project design approval or the land use approvals for the project is or was pending in a court of competent jurisdiction. The maximum length of any exclusion of time under this subsection shall be five (5) years. If the project requires the approval of a tentative subdivision or parcel map pursuant to Title 27 of this Code, the length of any exclusion of time pursuant to this subsection shall be equal to the length of the exclusion approved by the local agency upon a

request of the subdivider pursuant to Government Code Section 66452.6(c) and subsection (F) of SBMC 27.07.110.

C. **APPROVALS RUN CONCURRENTLY.** When any City discretionary approval is extended by operation of this Section 28.87.370, such approval shall run concurrently with, not consecutively to, the term of the longest discretionary land use approval for the project. If a building permit for the project has not been issued prior to the expiration of the longest discretionary land use approval for the project (including any extensions granted for that approval), all discretionary approvals for the project shall expire and become null and void upon the expiration of the longest discretionary land use approval. A design review approval shall not operate to extend a land use approval.

D. **COMMENCEMENT OF TIMING FOR APPROVALS CONTINGENT UPON ACTION OF OTHER GOVERNMENTAL BODIES.** When a discretionary approval by the City made pursuant to Titles 27 or 28 is contingent upon an action by another governmental body (i.e., for example, the approval of an annexation by the Local Agency Formation Commission or certification of an amendment to the Local Coastal Plan by the California Coastal Commission), the timeline for all discretionary approvals related to the project shall not commence until all such outside agency contingencies are satisfied. The suspension of project timelines allowed in this subsection shall not exceed two (2) years from the date of the final City action on the discretionary approval that is contingent upon the action of another governmental body. This suspension shall not run consecutively to a moratorium or litigation exclusion unless the moratorium or litigation legally prevented the applicant from processing the application before the other governmental body.

**SECTION SIX.** This ordinance shall apply to all City design and land use project approvals which are valid and in effect as of the effective date of this ordinance.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010

**TO:** Mayor and Councilmembers

**FROM:** Chief's Staff, Police Department

**SUBJECT:** Proposed Change To Parking Violation Penalties Due To Recently Adopted State Budget

### RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Amending Resolution No. 10-044, Establishing Certain City Fees, to Authorize Adjustments to Parking Violation Penalties Due to Recently Adopted State Budget.

### DISCUSSION:

State law requires local jurisdictions that process their own parking citations to pay a portion of the fines collected to the County for allocation to certain special funds established by state law. These funds support the construction of courthouses and other criminal justice facilities. The state laws that govern this process were amended effective October 19, 2010.

For parking citations issued on or before January 1, 2009, the City was required to remit \$9.50 to the Santa Barbara Superior Court from each parking citation collected. With the new amendments to state law, the City is now required to pay the County \$12.50 from each fine collected. Unless the City amends the parking citation fee resolution, the net effect of these amendments to state law will be a \$3.00 per citation reduction of revenue to the City. For all parking citations issued (street sweeping citations and non-street sweeping citations), Staff recommends an increase of \$3 per citation, effective December 1, 2010 to cover the additional cost per citation.

### BUDGET/FINANCIAL INFORMATION:

Due to the recently adopted State budget, the City would be required to remit to the County approximately \$300,000 each year from parking citations. The proposed parking citation fee increase would offset these additional payments to the County and prevent reductions to the City's operating budget.

**PREPARED BY:** James Pfleging, Police Lieutenant

**SUBMITTED BY:** Frank Mannix, Deputy Chief of Police

**APPROVED BY:** City Administrator's Office

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING RESOLUTION NO. 10-044, ESTABLISHING CERTAIN CITY FEES, TO AUTHORIZE ADJUSTMENTS TO PARKING VIOLATION PENALTIES DUE TO RECENTLY ADOPTED STATE BUDGET

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA THAT Resolution No. 10-044, establishing certain City fees for fiscal year 2011, be amended to authorize adjustments to parking violation penalties and related fees, effective December 1, 2010, as follows:

Pages 56-58

<u>Municipal Code</u>	<u>Description</u>	<u>Penalty</u>
10.12.150(a)	Miscellaneous traffic control device	\$ <u>5053</u>
10.12.150(b)	Failure to obey posted sign	<u>4548</u>
10.36.020	Vehicle parked advertising	<u>4548</u>
10.40.090	No vehicle/motorcycle on beach	<u>4548</u>
10.44.020	Prohibited parking	<u>5053</u>
10.44.030	Emergency no parking	<u>4548</u>
10.44.032	Temp no parking street work	<u>4548</u>
10.44.034	Temp no parking sewer work	<u>4548</u>
10.44.040	Displaying vehicle for sale	<u>-4548</u>
10.44.050	Broken down/wrecked vehicle	<u>-4548</u>
10.44.055	Operate vehicle on private prop	<u>-4548</u>
10.44.060	Street storage of vehicle	<u>-7578</u>
10.44.070	Park near Police/Fire station	<u>4548</u>
10.44.080	Standing in parkways	<u>4548</u>
10.44.090	Prohibited private property	<u>4548</u>
10.44.100	Trains not to block street	<u>4548</u>
10.44.110	Angle parking only	<u>4548</u>
10.22.120	Parking parallel with curb	<u>4548</u>
10.44.130	Parking on hills	<u>-4548</u>
10.44.140	Parking in intersection	<u>4548</u>
10.44.150	Parking space markings	<u>4548</u>
10.44.151	Municipal lot, traffic regulations	<u>4548</u>
10.44.152	Municipal lot, parking regulations	<u>4548</u>
10.44.160	Preferential parking	<u>4548</u>
10.44.200	Unlawful parking on trailers	<u>4548</u>
10.44.205	Parking restrictions for recreational vehicles	<u>4548</u>
10.44.210	Used for transporting property	<u>4548</u>
10.44.220	Vendor unlawful parking	<u>4548</u>

<u>Municipal Code</u>	<u>Description</u>	<u>Penalty</u>
10.44.230	Parking permit required	\$ <u>4548</u>
10.44.240	No sales from vehicle	<u>4548</u>
10.44.250	Bus parking only	<u>4548</u>
10.44.260	Curb markings	<u>4548</u>
10.44.270	No bus parking	<u>4548</u>
10.46.060	Parking permit required	<u>4548</u>
10.46.062	Permit required	<u>4548</u>
10.46.020	Over parking time limit	<u>4548</u>
10.48.021	Chalk removal/move in block	<u>5053</u>
10.48.040(a)(1)	Red zone no stopping, parking	<u>5558</u>
10.48.040(a)(2)	Yellow zone commercial vehicle	<u>5053</u>
10.48.040(a)(3)	White zone passenger loading	<u>4548</u>
10.48.040(a)(4)	Green zone 15 minute limit	<u>4548</u>
10.48.050	Permission to load	<u>4548</u>
10.48.060	Loading/unloading only	<u>4548</u>
10.48.070	Standing in passenger loading	<u>4548</u>
10.48.080	Standing in alley	<u>4548</u>
10.48.085	Repair vehicle in street	<u>4548</u>
10.48.090	Bus zones	<u>4548</u>
10.48.095	Bus idling over 3 minutes	<u>4548</u>
10.48.100	Taxi zone	<u>4548</u>
10.48.120	Taxi stands	<u>4548</u>
10.48.130	Taxicab parking	<u>4548</u>
10.48.140	Special event parking	<u>4548</u>
15.16.080	Recreational Vehicles-Unlawful Areas to Use	<u>4548</u>
17.36.020	Parking for Certain Uses Prohibited	<u>4548</u>
17.36.80	Oversize Vehicles in Waterfront Lots	<u>4548</u>
17.36.90	Oversize Vehicles in Designated Lots	<u>4548</u>
17.36.100	Personal Property in Parking Stalls	<u>4548</u>
18.28.030(a)	Payment parking	<u>4548</u>
18.28.030(b)	Abandoned vehicle	<u>120123</u>
18.28.030(c)	No parking sign/curb	<u>4548</u>
18.28.030(d)	Within 15' of fire hydrant	<u>5558</u>
18.28.030(e)	No parking tie down area	<u>4548</u>
18.28.030(f)	Designated parking	<u>4548</u>

<u>Vehicle Code</u>	<u>Description</u>	<u>Penalty</u>
21113(a)	No permit displayed	\$ <u>4548</u>
21113(c)	Not in marked stall	<u>4548</u>
21458(a)	No parking red zone	<u>5558</u>
21458(b)	Loading zone	<u>5053</u>
21461	Disobey sign or signal	<u>4548</u>
22500	Prohibited parking, stopping	<u>4548</u>
22500.1	Parking in fire lane	<u>5558</u>
22500(a)	Parking within intersection	<u>4548</u>

<u>Vehicle Code</u>	<u>Description</u>	<u>Penalty</u>
22500(b)	Parking in crosswalk	\$ <u>4548</u>
22500(c)	Safety zone	<u>4548</u>
22500(d)	Fire Station driveway	<u>5558</u>
22500(e)	Park in public/private drive	<u>4548</u>
22500(f)	Parking on sidewalk	<del>4548</del>
22500(g)	Parking obstructing traffic	<u>4548</u>
22500(h)	Double parking	<u>4548</u>
22500(i)	Bus zone	<u>4548</u>
22500(j)	Parking in tunnel	<u>4548</u>
22500(k)	Parking on bridge	<u>4548</u>
22500(L)	Wheelchair access ramp	<u>350353</u>
22502	Tire not 18 inches from curb	<u>4548</u>
225035	No motorcycle/moped parking	<u>4548</u>
22504(a)	Parking unincorporated roadway	<u>4548</u>
22505(b)	Posted no parking State Hwy	<u>4548</u>
22507.8	Spaces for the Disabled	<u>350353</u>
22514	Within 15 feet of fire hydrant	<u>5558</u>
22515	Stop/motor/set brake	<u>4548</u>
22516	Person locked in vehicle	<u>5558</u>
22517	Open door into traffic	<u>6063</u>
22520	Freeway, non-emergency stop	<u>4548</u>
22521	Park on/near railroad tracks	<u>6063</u>
22522	Parking near sidewalk Hdcp ramp	<u>350353</u>
22523	Abandoned vehicle	<u>120123</u>
22526	Intersection gridlock	<u>6568</u>
22651	Obstructing traffic	<u>4548</u>
27155	No fuel cap	<u>4548</u>
4000.4(a)	Calif. Registration required	<u>165168</u>
4000(a)	Unregistered vehicle	<u>165168</u>
5200	Display license plates	<u>4548</u>
5201	Position of plates	<u>4548</u>
5201(f)	License plate cover	<u>4548</u>
5204(a)	Display license tabs	<u>7578</u>

### Fees

Late fee (payment received after due date)	Double basic penalty (as listed above)
Administrative dismissal fee	\$ 25
Citation copy fee	\$1
On-line Credit Card Convenience Fee	\$1.50



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010

**TO:** Mayor and Councilmembers

**FROM:** City Administrator's Office

**SUBJECT:** Adoption Of 2010-2013 Police Memorandum Of Understanding

**RECOMMENDATION:** That Council:

- A. Ratify the Memorandum of Understanding between the City and the Santa Barbara Police Officers' Association by introduction and subsequent adoption of, by reading of title only, an Ordinance of the Council of the City of Santa Barbara Adopting a Memorandum of Understanding Between the City of Santa Barbara and the Santa Barbara Police Officers Association for the Period of July 1, 2010 through June 30, 2013; and
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara for Paying and Reporting the Value of Employer Paid Member Contributions and Rescinding Resolution No. 99-114 Insofar as it Applies to PERS Police Safety Plan Members of the Santa Barbara Police Officers Association.

### EXECUTIVE SUMMARY:

The City's labor agreement with the Santa Barbara Police Officers Association (POA) expired on June 30, 2010 and after prolonged negotiation, impasse, and unsuccessful mediation, the parties finally reached agreement for a new three-year labor agreement that will avoid the need for the City to consider unilaterally imposing its one-year last, best, and final offer.

Like the recent agreement with the firefighters union, this agreement includes both temporary concessions and ongoing salary and benefit increases. Under the agreement:

- Employees have agreed to temporarily share the cost of their pensions. Effective January 1, 2011, Employees will pay 3.5% of the 9% required member contribution. This amount will be reduced to 3% in June 2011. In September 2011, following a PERS contract amendment, the contribution will be changed to a 3% employer side contribution (equivalent to about 2.67% of the member contribution) which will continue until June 2013, unless extended by agreement.

- Employees will also have their uniform allowance suspended for one and one half years.
- All sworn and non-sworn employees, except dispatchers and parking enforcement officers will take 12 hours of unpaid furlough in each of the first two years.
- Dispatcher & parking enforcement officers will relinquish 36 hours of paid holiday time in the first year, and 12 hours in the second and third years, which will save the City in overtime costs and in regained parking revenue.
- Employees will not be eligible to cash out vacation or holiday time in all three years

Increases under the agreement will be as follows:

- Employees will receive family medical benefit cap increases of \$50 in January 2011, \$50 in January 2012, and \$75 in January 2013.
- Sworn employees will receive salary increases totaling 4.5% during the term of the agreement, 0.5% in October 2011, 1% in January 2012, 1.5% July 2012, and 1.5% in January 2013.
- Non-sworn employees will receive salary increases totaling 2.5% during the term of the agreement: 0.5% July 2012 & 1% in January 2013, 1% June 2013.
- The City may reopen negotiations to reconsider these salary increases upon the declaration by the City Council of a fiscal emergency or a financial windfall.

The agreement will result in reduced net labor costs in Fiscal Year 2011 of \$945,239 (equivalent to about -5% salary) and \$778,591 (equivalent to about -4%) in Fiscal Year 2012. In Fiscal Year 2013 net labor costs will increase by a modest \$18,924 (equivalent to about 0.10%). At the end of Fiscal Year 2013 the temporary labor concessions will expire, leading to an ongoing labor cost increase of \$1,061,369 (+5.4%) in subsequent years.

## **DISCUSSION:**

The City's labor agreement with the Santa Barbara Police Officers Association (POA) expired on June 30, 2010. Prolonged negotiations to develop a successor agreement were unsuccessful and the parties reached impasse. Efforts to resolve the impasse through voluntary mediation were also unsuccessful. At primary issue was the City's position that members of the Police Union should take temporary labor concessions, similar to those agreed to with other bargaining units, in order to help the City address its Fiscal Year 2011 budget shortfall.

Finally, City and union negotiators reached a tentative agreement for a new 3-year labor agreement that avoided the need for the City to consider imposing its one-year last, best, and final offer. The union membership ratified the agreement on October 27, 2010.

### PERS cost-sharing

Under the agreement, employees will participate in California Public Employees Retirement System (PERS) retirement cost-sharing. There are three ways to accomplish employee retirement cost-sharing according to PERS staff:

- One is for the employee to contribute toward the 9% PERS member contribution. This reduces both the City EPMC (employer paid member contribution) and the cost of the PERS-on-PERS roll-up benefit, under which the City reports the EPMC to PERS as additional compensation for retirement calculation purposes. Of the three methods, this method requires the lowest employee contribution to achieve similar City savings and can be applied to different bargaining units separately. However, this negatively affects the employee's retirement calculation by reducing the reported single highest year of compensation.
- The second way is for employees to reimburse the City directly for part of the cost of the 2001 3% at 50 benefit enhancement, as contemplated under state Government Code Section 20516(f). This does not affect the PERS-on-PERS roll-up benefit, but must be done on a post-tax basis and must be done completely outside of the PERS retirement system. Because the PERS-on-PERS roll-up benefit is not affected, in order to achieve similar City savings, employees must contribute a higher percentage amount than under the first method to achieve the same City savings.
- The third way is to share part of the cost of the 2001 3% at 50 benefit enhancement by amending the PERS contract pursuant to Government Code Section 20516(a), which reduces the City's required employer contribution. The advantage to employees of using this method is that it does not affect the PERS-on-PERS roll-up benefit, the contributions can be made on a pre-tax basis, and contributions are credited to the member's account and refundable in the event the member does not retire under the PERS system. As with the second method, in order to achieve similar City savings, employees must contribute a higher percentage amount than under the first method.

Under this MOU, employee cost-sharing will at first be accomplished through the first method outlined above, contributing toward the 9% PERS member contribution. Effective January 1, 2011, sworn employees will pay 3.5% of earnings toward the 9% required member contribution and the City will pay 5.5% in employer paid member contributions (EPMC). Effective June 18, 2011, sworn employees will pay 3.0% of earnings toward the 9% required member contribution and the City will pay 6% in employer paid member contributions (EPMC). The full 9% EPMC will be restored effective September 24, 2011.

Then effective September 24, 2011, cost sharing will be accomplished through the third method outlined above, a PERS contract amendment under the Government Code Section 20516(a). Employees will pay 3.0% of earnings toward the employer rate, which saves the City an amount equivalent to a payment of about 2.67% of the member contribution. This will require a member election of participants in the City's Police Safety PERS plan, and agreement with the other affected bargaining units under this plan (Police Management and Harbor Patrol employees). If for some reason cost-sharing via or PERS contract amendment cannot be accomplished (such as if the member election fails to approve the contract amendment or if other bargaining units will not agree, cost-sharing will be accomplished through the second method outlined above,) payment directly to the City as contemplated under CA Government Code Section 20516(f).

Staff will return to Council with the necessary documents to hold the PERS election and modify the PERS Police Safety contract.

#### Other Concessions

Employees will have their uniform allowance suspended for one and one-half years. Uniform allowances are \$1,038-\$1,238 per year for sworn employees and \$836 per year for non-sworn employees.

All sworn and non-sworn employees, except dispatchers and parking enforcement officers will take 12 hours of unpaid leave (furlough) in each of the first two years of the agreement. Furlough time for these employees will be scheduled throughout the year, similar to vacation or holiday scheduling. Furloughing dispatchers does not save the City money, since these positions need to be backfilled at overtime if they are off for a day. Furloughing parking enforcement officers also does not save the City money, since the loss of parking ticket revenue is greater than the salary savings. Instead, dispatchers & parking enforcement officers will relinquish 36 hours of paid holiday time in the first year, and 12 hours in the second and third years, which will save the City in backfill overtime costs and in regained parking ticket revenue.

As with other employee groups throughout the City, employees will not be eligible to cash out vacation or holiday time in all three years. Employees will still be eligible to use their vacation and holiday time as paid time off.

#### **BUDGET/FINANCIAL INFORMATION:**

The agreement will result in reduced net labor costs in Fiscal Year 2011 of \$945,239 Citywide with \$940,322 of that in the General Fund. The adopted Fiscal Year 2011 budget for the Police Department assumed \$1,168,518 in estimated General Fund labor savings from this group. Mid-year budget adjustments will be recommended as part of the normal mid year budget cycle to close that gap, as needed.

In Fiscal Year 2012 the agreement will save the City \$778,591 Citywide with \$774,198 of that in the General Fund. In Fiscal Year 2013 net labor costs will increase by a modest \$18,924 Citywide, with about \$18,534 in the General Fund.

At the end of Fiscal Year 2013 the temporary labor concessions will expire, leading to an ongoing labor cost increase of \$1,061,369 Citywide in subsequent years, with \$1,055,221 of that in the General Fund.

**PREPARED BY:** Kristine Schmidt, Employee Relations Manager

**SUBMITTED BY:** Marcelo Lopez, Assistant City Administrator

**APPROVED BY:** City Administrator's Office

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SANTA BARBARA AND THE SANTA BARBARA POLICE OFFICERS ASSOCIATION FOR THE PERIOD OF JULY 1, 2010 THROUGH JUNE 30, 2013

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

SECTION 1. The Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Officers Association entered into as of July 1, 2010 and attached hereto and incorporated herein by reference as Exhibit "A" is hereby adopted.

SECTION 2. During the term of the agreement, the City Administrator is hereby authorized to implement the terms of the Memorandum of Understanding between the City of Santa Barbara and the Santa Barbara Police Officers Association without further action by the City Council, unless such further action is explicitly required by state or federal law. This authorization shall include, but not be limited to, the authority to implement employee salary increases and publish changes to the salary schedule(s) adopted with the annual operating budget.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF SANTA BARBARA  
AND THE  
SANTA BARBARA POLICE OFFICERS ASSOCIATION**

THIS AGREEMENT, SIGNED ON \_\_\_\_\_, IS ENTERED INTO AS OF JULY 1, 2010, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY," AND THE SANTA BARBARA POLICE OFFICERS ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION."

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the Association, having met and conferred in good faith concerning wages, hours, and terms and conditions of employment of Unit employees, declare their agreement to the provisions of this Memorandum of Understanding.

**FOR THE CITY:**

**FOR THE ASSOCIATION:**

\_\_\_\_\_  
Kristine Schmidt  
Employee Relations Manager

\_\_\_\_\_  
Michael McGrew  
Association President

\_\_\_\_\_  
Michael Little  
Police Officer

\_\_\_\_\_  
Frank Mannix  
Deputy Police Chief

\_\_\_\_\_  
MaryLinda Arroyo  
Police Sergeant

\_\_\_\_\_  
Kristin Shamordola  
Police Officer

\_\_\_\_\_  
Michael Pease  
Budget Manager

\_\_\_\_\_  
Kristin Barrerra  
Public Safety Dispatch Supervisor

\_\_\_\_\_  
Susan Segura  
Records Supervisor

\_\_\_\_\_  
Bruce Barsook  
Counsel

\_\_\_\_\_  
Eric Beecher  
Police Officer

\_\_\_\_\_  
Charles Goldwasser  
Counsel

\_\_\_\_\_  
Heather Clark  
Police Officer

\_\_\_\_\_  
Michael Claytor  
Police Officer

\_\_\_\_\_  
Gregory Hons  
Police Officer

\_\_\_\_\_  
Jaycee Hunter  
Police Officer

\_\_\_\_\_  
Brian Jensen  
Police Officer

**TABLE OF CONTENTS**

**(Online version- "Click" on any article to skip to that Article)**

<b>ARTICLE #</b>	<b>PAGE #</b>
1. "B" Step (Secondary Salary Step) .....	1
2. Benefits- Domestic Partners .....	1
3. Benefits- During Authorized Leave Without Pay .....	1
4. Benefits- Part-time Employees .....	1
5. Bereavement Leave .....	1
6. Biweekly Pay Period .....	1
7. Cafeteria Plan .....	2
8. Call Back .....	2
9. Canine Pay.....	3
10. Child Care .....	3
11. Educational Incentive Pay Plan .....	3
12. Emergency Medical Dispatch Personnel .....	3
13. Equal Employment Opportunity .....	3
14. Furlough .....	4
15. Grievance Procedure .....	4
16. Health Insurance for Unit Members' Survivors .....	4
17. Holidays .....	4
18. Implementation of MOU .....	5
19. Jury Duty and Court Appearances.....	5
20. Layoff Procedure.....	5
21. Life Insurance.....	5
22. Loss Control Support .....	5
23. Maintenance of Benefits.....	6
24. Management Rights .....	6
25. Medical, Dental, and Vision Insurance.....	6
26. Meeting and Conferring.....	7
27. Municipal Code Changes .....	7
28. No Unfair Labor Practices .....	7
29. "Non-Sworn Personnel" Shift Assignments .....	8
30. Overtime.....	8
31. Payroll Deductions .....	9
32. Premium Pay for Use of Bilingual Skills.....	9
33. Recruitment Incentives.....	9
34. Retiree Medical Insurance Contribution.....	10
35. Retirement.....	11

36.	Retroactivity .....	12
37.	Salary Adjustments .....	12
38.	Salary Increases .....	13
39.	Scope of Representation .....	13
40.	Service Credit for Sick Leave Upon Retirement .....	13
41.	Shift Differential for Non-Sworn Personnel .....	14
42.	Sick Leave.....	14
43.	Specialty Assignment Program.....	14
44.	Standby Pay.....	15
45.	Term of Agreement .....	16
46.	Time Off for Association Officers .....	16
47.	Training .....	16
48.	Transportation Demand Management .....	16
49.	Tuition Reimbursement.....	16
50.	Unauthorized Leave/Suspension .....	17
51.	Uniform Allowance .....	17
52.	Vacation .....	17
53.	Work Schedule.....	18
54.	Workers' Compensation: Non-Sworn Personnel .....	18
	APPENDIX A- CATASTROPHIC LEAVE POLICY .....	20
	APPENDIX B- TRAINING AND RELATED TRAVEL TIME FOR REQUIRED CLASSES.....	23
	APPENDIX C- MEMORANDUM OF UNDERSTANDING REGARDING 3/12.5 SCHEDULE.....	25
	APPENDIX D- FURLOUGH PLAN .....	1

**1. "B" Step (Secondary Salary Step)**

The parties agree that achieving the second salary step, or "B," shall require, in addition to satisfactory performance, a period of one year of actual service.

It is further agreed that any salary adjustments in cases of employee reclassification shall not necessarily move "step to step."

**2. Benefits- Domestic Partners**

Employees may be entitled to add their registered domestic partners to City health and welfare benefits, to take family medical leave to attend to a domestic partner, and to other domestic partner benefits, as provided under City policy or under state law.

**3. Benefits- During Authorized Leave Without Pay**

No sick leave, vacation, or holidays shall accrue to any employee during authorized leave without pay for any full biweekly pay period. Employee shall be responsible for full payment of insurance premiums during authorized leave without pay, except as otherwise provided by law.

**4. Benefits- Part-time Employees**

A. Employees filling positions authorized by City Council in the official Position and Salary Control Resolution at more than 20 hours per week on a less-than-full time basis shall receive benefits as follows:

- i. Cafeteria plan contribution, medical contribution, dental contribution, vision contribution, and holiday equal to the percent of time regularly scheduled versus a regular work week rounded up to the nearest ten percent (10%).
- ii. Vacation and sick leave equal to the percent of time actually worked versus a regular work week rounded up to the nearest ten percent (10%).

B. Grandfathering: Employees filling positions authorized by City Council in the official Position and Salary Control Resolution at more than 20 hours per week on a less-than-full-time basis before March 1, 2005 will continue to receive full-time health benefits (cafeteria plan contribution, medical contribution, dental contribution, vision contribution).

**5. Bereavement Leave**

In case of the death of an immediate family member, employees shall be eligible for up to forty (40) hours leave with pay.

Immediate family member is defined as: mother, father, brother, sister, spouse, registered domestic partner, child, grandparents by blood or marriage, grandchildren by blood or marriage, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, person standing in loco parentis, and step family members. "In-law" and "step" relationships shall include the immediate family of a registered domestic partner on the same basis as that of a spouse.

Co-worker funeral attendance is acceptable upon the approval of the Chief of Police, consistent with the operational needs of the Department.

**6. Biweekly Pay Period**

It is understood that all references to "hours or days per month" may be considered on the basis of "hours per biweekly pay period" through conversion factors providing substantially equal employee benefits.

**7. Cafeteria Plan**

- A. Each employee shall be eligible to allocate a discretionary amount equal to \$2,609.64 per plan year under the "125 Cafeteria Plan." Effective January 1, 2009, this amount will be increased to \$6,000 per plan year.
- B. If medical, dental, and vision insurance plan selections exceed the cafeteria plan allocation, the City will pay the difference of these insurance premiums up to the amounts in the Medical, Dental and Vision Insurance Article of this MOU; said excess premiums are not discretionary.

**8. Call Back**

- A. An employee officially called back to duty after being off from scheduled duty for ten (10) hours or more shall be compensated for actual hours worked with a minimum of two (2) hours of pay or compensatory time off at the overtime rate. Effective July 7, 2007, this shall be increased to a minimum of three (3) hours.
- B. An employee officially called back to duty after being off from scheduled duty for less than ten (10) hours shall be compensated at the overtime rate for actual hours worked with a minimum credit of three (4) hours at the overtime rate set forth in the Overtime Article of this agreement. An employee called back to work in this capacity shall continue to be compensated at the overtime rate for as many continuous hours worked from the reporting time of the call back including regularly scheduled work hours.
- C. Multiple call backs within the minimum paid time periods outlined in Sections A and B of this Article will not receive additional compensation.
- D. A "call back" occurs when an employee has left work and is on a regular day off or otherwise off duty and is requested to return to work. Call back does not begin until the employee arrives at duty station and begins work. At no time does a "call back" entitle an employee to "portal" pay or travel time.

An employee shall not be compelled to take vacation or CTO to avoid payment of overtime for a call back.

- E. Management shall make every effort to avoid scheduling consecutive work days (excluding overtime) without a minimum of ten (10) hours of time off with the following exceptions:
  - 1. Shift change;
  - 2. By mutual consent of both management and the employee; or
  - 3. During an emergency or natural disaster.
- F. Telephone Consultations: An employee who receives a phone call authorized in advance by the shift commander on off-duty hours for which he or she is not otherwise receiving compensation (i.e. standby or callback pay) shall be paid for the time actually spent on the phone call, or ½ hour, whichever is greater. This will apply to phone calls for professional consultation purposes, not routine phone calls such as calling an employee back to work. This section will apply independently to multiple phone calls, even regarding the same event, except if those multiple phone calls occur within the same half hour.

**9. Canine Pay**

It is agreed that employees assigned to serve as canine handlers shall receive the following overtime pay in addition to their regular base salary:

The time spent by a canine handler in the care, grooming and feeding of his/her assigned police dog shall be hours worked payable at a time and one half overtime rate of \$34.0827 per hour (hourly rate of \$22.7218 at a time and one-half overtime premium) effective July 1, 2010. In order to maintain equivalency, this hourly rate for dog care shall be increased by the same percentage as the general salary increases for Police Officers.

It is agreed that canine handlers normally spend 6 hours per biweekly pay period performing such work and written authorization from the Police Chief must be obtained to perform such work for more than 6 hours.

**10. Child Care**

The City will maintain a pre-tax salary reduction plan for employee dependent care needs in accordance with Section 129 of the Internal Revenue Code.

**11. Educational Incentive Pay Plan**

A. Effective the beginning of the first full pay period after the City is notified officially by POST of an officer's qualification for an Intermediate or Advance POST certificate, said officer shall receive the supplement to his or her base pay as described in Section B of this Article.

B. The monthly amount of Intermediate or Advance POST pay an employee shall receive is as follows:

<u>Effective Date</u>	<u>Police Officer</u>		<u>Sergeant</u>	
	<u>Intermediate</u>	<u>Advance</u>	<u>Intermediate</u>	<u>Advance</u>
July 1, 2010	\$396	\$603	\$420	\$656

Said supplemental pay shall be included in the employee's regular biweekly paycheck.

**12. Emergency Medical Dispatch Personnel**

Public Safety Dispatch personnel (Dispatchers I, II and III, and Supervisors) who are certified as Emergency Medical Dispatchers and provide pre-arrival medical instructions to callers to the Police/Fire Communications Center shall be eligible to receive a biweekly premium equal to 5% of the employee's biweekly base salary.

**13. Equal Employment Opportunity**

A. The City and the Association agree that the provisions of this agreement shall be applied equally to all employees covered herein without discrimination because of a person's age (over 40), ancestry, color, mental or physical disability including HIV and AIDS, gender identity and expression, marital status, medical condition (cancer or genetic characteristics), national origin, race, religious belief, sex (including pregnancy/childbirth), sexual orientation, political affiliation, or union membership.

B. The City and the Association agree to commit themselves to the goal of equal employment opportunity in all City services. Further, the Association agrees to encourage their members to assist in the implementation of City equal employment opportunity programs.

**14. Furlough**

All sworn and non-sworn employees, except employees in the classifications of Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Public Safety Dispatcher Supervisor, and Parking Enforcement Officer, will be subject to 12 hours of unpaid furlough in Fiscal Year 2011 and Fiscal year 2012 as reflected in the Furlough Plan contained in Appendix D.

**15. Grievance Procedure**

- A. The City's grievance procedure, contained in Section 3.16.370 of the Municipal Code is incorporated into this agreement by reference with the exception that the City Administrator shall have up to 25 working days response time to grievances.
- B. Grievances general in nature regarding interpretation of City-wide policy or which involve matters beyond the authority of the Chief of Police, shall be filed with the Assistant City Administrator who shall respond in accordance with the rules applicable to Department Heads in Section 3.16.370 of the Municipal Code.

**16. Health Insurance for Unit Members' Survivors**

The City shall maintain and pay for the existing level of insurance benefits for up to six (6) months for the surviving family of a unit member who dies in the line of duty, or for such greater period of time required by state or federal law.

**17. Holidays**

- A. Except as indicated below, employees shall accrue four (4.333) hours of holiday leave each biweekly pay period (24 pay periods). Said hours shall be credited to the employee's Holiday bank.
  - 1. For the period of July 3, 2010 through July 1, 2011, employees in the classification of Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Public Safety Dispatcher Supervisor, and Parking Enforcement Officer will only accrue 2.833 hours of holiday leave each biweekly pay period (24 pay periods per year).
  - 2. For the period of July 2, 2010 through June 28, 2013 employees in the classification of Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Public Safety Dispatcher Supervisor, and Parking Enforcement Officer will only accrue 3.833 hours of holiday leave each biweekly pay period (24 pay periods per year).
- B. The following days shall be designated as holidays by the City:

- January 1st (New Year's Day)
- 3<sup>rd</sup> Monday in January (Martin Luther King Jr.'s Birthday)
- 3rd Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4th (Independence Day)
- 1st Monday in September (Labor Day)
- 4th Thursday in November (Thanksgiving)
- The Friday immediately following Thanksgiving Day
- December 25th (Christmas Day)

Four additional days (32 hours) each fiscal year may be designated by the employee as holidays.

- C. When a holiday falls on a Saturday or Sunday the preceding Friday or following Monday respectively, shall be observed as a legal holiday.
- D. If a holiday is requested by the employee and approved by the City or is a day listed in Section B of this Article, and designated by the City and if the employee is called back to work on that

holiday, the employee shall receive compensation for the hours worked in accordance with the overtime section of this Agreement and also shall be entitled to reschedule the holiday for the hours lost. Requests for holiday time off shall not unreasonably be denied.

- E. If an employee's holiday bank exceeds 120 hours, the City shall have the option to either require the employee to take holiday time off or to pay the employee for the hours. The option of time off or pay in-lieu of holiday hours shall be at the sole discretion of the City.

## **18. Implementation of MOU**

City shall implement provisions of this Memorandum of Understanding by adopting appropriate resolutions, ordinances, and administrative policies.

## **19. Jury Duty and Court Appearances**

The parties agree that members of the bargaining unit performing jury duty or responding to a subpoena arising from line of duty civil court appearances shall be compensated as though they were on duty. Any and all other remuneration received by the employee for such jury duty or court appearances shall be paid to the City.

A sworn employee who is required by subpoena to be at court outside of his/her regularly scheduled work week regarding a matter arising from line of duty, and whose presence in the courtroom is necessary both before and after a scheduled court lunch period, shall be deemed to be on duty during the scheduled lunch period.

Notwithstanding the above, the Chief of Police has the right to adjust an employee's work schedule in keeping with court appearances, jury duty schedules, and/or needs of the City.

## **20. Layoff Procedure**

In cases of abolition of positions, which result in layoff of personnel, or reduction-in-force, the following seniority policy shall apply to sworn members of the bargaining unit:

- A. The individual with the least time in rank shall be first reduced. Where equal time in the rank is the case, total time with the Police Department shall be used to determine seniority.
- B. The individual affected shall have the right to "bump" downward to the next lower sworn classification such that the last hired employee in the lowest sworn rank shall be the first employee laid off. Rehiring shall be accomplished pursuant to Section 3.16.350 of the Municipal Code.

In cases of abolition of positions, which result in layoff of personnel, or reduction-in-force, the seniority and layoff policy found in Municipal Code Section 3.16.350 shall apply to non-sworn members of the bargaining unit.

## **21. Life Insurance**

The City and the Association agree that employees shall be entitled to a term life insurance policy covering the employee only, the premium for which shall be paid by the City. The limits of life insurance coverage shall be seventy-five thousand (\$75,000) of term insurance with one hundred fifty thousand (\$150,000) double indemnity in case of accidental death for sworn employees; and fifty thousand (\$50,000) of term insurance with one hundred thousand (\$100,000) double indemnity in case of accidental death for non-sworn employees. Said life insurance policy will be subject to such reasonable restrictions and requirements as may be imposed by the insurance carrier.

## **22. Loss Control Support**

- A. The Association agrees to support, without qualification, the City's Safety Program and will encourage its members to attend safety courses if required by the City and made available on City time.
- B. Both the City and the Association recognize the need and will strive to reduce the number of industrial injuries among employees.
- C. It is the duty of management to make every reasonable effort to provide and maintain a safe place of employment. The Association will cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their duties to be alert to unsafe practices, equipment and conditions, and report them to their immediate supervisor. If such conditions cannot be satisfactorily remedied by the immediate supervisor, an employee has the right to submit the matter either personally or through the Association to the Chief of Police or designated representative. On any matter of safety that is not resolved, consultation will take place between management and Association representatives.
- D. It is agreed that the City shall continue maintaining vehicles and equipment in a safe operating condition and that no employee will be penalized for refusing to use vehicles or equipment proven to be unsafe pursuant to State law.

**23. Maintenance of Benefits**

- A. City and Association agree that all benefits other than direct wages as provided by ordinances, resolutions and City Charter in existence at the commencement of this agreement shall not be diminished, lessened, altered or reduced except as may be herein provided for the duration of the agreement.
- B. Wage adjustments as provided for from time to time by ordinance, resolution, or City Charter, as such may be amended in accordance with this agreement, shall also continue for the duration of this agreement.
- C. City and Association shall meet and confer concerning any work schedule changes from current 4/10 work schedule for sworn personnel.

**24. Management Rights**

The rights of the City include, but are not limited to, the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of economic reasons or for cause as provided in Section 1007 of the City Charter; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

**25. Medical, Dental, and Vision Insurance**

- A. The parties agree that the City will pay 100% of the premium for medical insurance for the employee only up to a monthly maximum of \$1199.64 per month. The amount will be increased as follows:

<u>Effective Date</u>	<u>Maximum Per Month Per Employee</u>
January 1, 2011	\$1,249.64
January 1, 2012	\$1,299.64
January 1, 2013	\$1,374.64

It is agreed that should the amount of subject premium be less than the limits herein described, the difference between the employee only premiums and said dollar amount limits shall be applied to employee dependent medical coverage, if any. The City will provide an HMO option.

- B. For the length of this agreement the City will pay for the premium for dental insurance up to a monthly maximum of \$65.00
- C. For the length of this agreement the City will pay for the premium for vision insurance up to a monthly maximum of \$7.50.
- D. The City retains full and complete control over the selection, approval and administration of insurance programs to include selection of carrier, insurance contract renewal and changes in program specifications. However, with the exception of the psychological plan elimination, insurance benefits effective during the course of this agreement shall remain at least equivalent to those in effect for members of the bargaining unit immediately prior to the commencement of this agreement.

## **26. Meeting and Conferring**

- A. Except as provided in the "Municipal Code Changes" Article of this Agreement, or in Section B of this Article, or as otherwise provided in this Agreement, the parties agree that there shall be no meeting or conferring over any issues of wages, hours, or other terms and conditions of employment covered by this agreement during the term of this agreement unless both parties consent.
- B. If Council, no fewer than 60 days prior to the effective date of any of the July 2012- June 2013 Fiscal Year salary increases, declares by Resolution that a state of fiscal emergency exists that necessitates reopening negotiations with the Association, the parties will re-open formal negotiations on the sole issue of salary increases. If the end result of these negotiations is a reduction in the salary increases, then concessions still in effect in the third year (these concessions are defined as the sworn employee-paid PERS contribution, the reduction in holiday time, and the annual vacation cash-out) will be restored in an equivalent amount. Similarly, if Council declares by Resolution that the City has enjoyed a financial windfall that justifies reopening negotiations with the Association, the parties will re-open formal negotiations on the potential for reduced concessions in the July 2012- June 2013 Fiscal Year.

## **27. Municipal Code Changes**

During the term of the Agreement the City and the Association shall meet and confer with regard to any City proposed updates to Santa Barbara Municipal Code Title 3 affecting the terms and conditions of employment of Association Members as required by law.

## **28. No Unfair Labor Practices**

The parties agree that during the term of this agreement the City will not lock out employees and the Association will not engage in labor practices detrimental to providing services to the Citizens of Santa Barbara, or detrimental to the interests of the City; nor will the Association sanction, support, condone, approve, or engage in a strike, sit-in, slow down, work stoppage, or speed-up.

The City and the Association further agree that all matters of controversy concerning issues covered by this agreement, will be settled by established grievance procedures.

The Association acknowledges that violations of the above shall be just cause for disciplinary action including termination.

## 29. "Non-Sworn Personnel" Shift Assignments

Non-sworn personnel in the bargaining unit shall normally be allowed a minimum of ten (10) hours off between shifts unless the employee consents otherwise. The above ten hour provision shall not apply during the regular periods of shift rotation, in cases where the employee has worked overtime prior to reporting for his/her next regular shift assignment, or in cases of emergency.

## 30. Overtime

- A. Except as provided in the Call Back Article overtime shall be defined as any hours worked beyond eighty (80) hours in a fourteen-day work period. For the purpose of computing overtime, all regular, scheduled work hours, including paid leave time shall be considered time worked.
- B. Overtime shall continue to be compensated at a time and one-half overtime cash or time and one-half CTO rate.
- C. Effective October 9, 1999, employees' existing CTO banks were divided into two separate hour banks; specifically Holiday and CTO. Employees with less than or equal to fifty (50) CTO hours at the time the two banks were established had the entire balance posted to the newly created CTO bank. Employees with greater than fifty (50) hours had fifty (50) hours posted to the newly created CTO bank with any remaining hours posted to the new Holiday bank.
- D. If an employee is called back to work or held over from his/her previous regularly scheduled shift and works five (5) or more hours outside his/her normal shift, and any portion of the hours worked on a call-back or hold-over basis falls within five (5) hours of the beginning of his/her next scheduled shift, that employee will be receive at least five (5) hours of continuous rest before resuming work without a loss in pay. If any portion of the rest period falls during the next regularly scheduled shift, then that portion of the rest period will be paid by the City at the employee's normal straight time pay rate. The employee shall have not restrictions on the location of the rest area.

If such call-back or hold over is concluded less than 3 hours before the start of the employee's next scheduled shift, then the employee may request to take the equivalent paid rest period at the back-end of the shift instead. If the request is approved, the employee will be paid at the employee's normal straight time rate during the regularly scheduled shift and the rest period.

- E. An employee who has accrued CTO shall be permitted to use such time within a reasonable period after making the request to do so if the use of compensatory time does not unduly disrupt the operations of the City. For purposes of this provision, "unduly disrupt the operation of the City" shall include, but not be limited to, requested use of compensatory time during Fiesta (Old Spanish Days), July 4th, and Christmas.
- F. The City shall have the option to pay off all overtime subject to an employee retaining a CTO bank that shall not exceed a maximum of 50 hours.
- G. Overtime for declared disasters shall be paid time and one-half only if federal or State disaster or emergency relief funds are made available to defray costs. Section F of this Article shall apply to the duration of emergency incidents, not the duration of the formal declared emergency.
- H. Employees may use up to 40 emergency leave hours per calendar year from their overtime bank for time off due to illness or injury of their spouse, registered domestic partner, or children. Such emergency leave shall not be withheld by the City, and shall be in addition to paid sick leave use for this purpose under State law. Emergency leave shall be deducted from the employee's accumulated overtime. No emergency leave payment shall be made except after satisfactory evidence of dependent illness or injury has been accepted and approved by the Chief of Police.

### **31. Payroll Deductions**

- A. Any changes in Association dues deduction only shall be subject to indemnification of City by the Association.
- B. City shall maintain payroll program with equal bi-weekly deductions (24 checks plus 2 checks without voluntary deductions).

### **32. Premium Pay for Use of Bilingual Skills**

For all Patrol Officers and employees in other positions designated by the Chief of Police, who establish to the satisfaction of the Chief and the Human Resources Manager proficiency in conversing and reading skills in Spanish, as demonstrated by appropriate testing every other year, the City will pay premium pay of \$51.20 each biweekly pay period.

For all employees in positions designated by the Chief of Police who meet the following qualifications, the City paid premium will be \$102.50 each biweekly pay period:

- A. Establish to the satisfaction of the Chief and the Human Resources Manager a complex level of verbal and/or written proficiency in Spanish as demonstrated by appropriate testing every other year.
- B. Provide written translation from Spanish-to-English and English-to-Spanish and/or act as a translator for complicated interviews with Spanish speaking witnesses or suspects.

### **33. Recruitment Incentives**

The City may, at its option, implement any of the following recruitment incentive programs at any time during the term of this Agreement:

- A. **Vacation Credit for Prior City Service:** An employee who (1) received a performance evaluation of "meets standards" or better on his or her last two performance evaluations, and (2) separates from City service and then is rehired within 3 years of his or her termination date, may recoup his or her past service credit toward the vacation accrual rate. Such employee may also be eligible for credit for other government service under section B of this article.
- B. **Vacation and Sick Leave Credit for Prior Government Service:** An employee appointed from outside City of Santa Barbara government service within 6 months of leaving employment with either a city, county, state agency, federal agency or special district and who, in the opinion of the Police Chief, possesses government experience directly related to the position to which he or she has been appointed, may receive credit for years of prior service with his or her immediate previous government employer in the following ways:
  - i. **Vacation Accrual:** Upon appointment, employee will receive credit for the full prior years of service at his or her immediate previous government employer toward the initial vacation accrual rate. Employee will not be eligible to progress to a higher accrual rate until employee has the normal required minimum amount of City of Santa Barbara service (including prior service under Section A of this Article) for that accrual rate.
  - ii. **Sick Leave:** Employee will be credited with 96 hours of sick leave. Thereafter, employee will accrue sick leave at the normal rate.
- C. **Uniform:** New employees may be provided an initial uniform set at City cost.
- D. **Signing Bonus:** New employees who have already completed a full basic academy at the time of hire (e.g., a lateral hire or a post-academy hire) may be provided a signing bonus in an amount determined by the City.

- E. Employee Referral Bonus: Existing employees who refer an applicant from outside City employment who is hired and successfully completes the probationary period may be provided a referral Bonus. City may establish the amount of such bonus and procedures for documenting the referral at the time of application.

**34. Retiree Medical Insurance Contribution**

- A. This provision is applicable to employees who retire from City service, and
  - 1. Have 15 or more years of regular City service; or
  - 2. Retire from the City with an industrial disability.
- B. The City shall contribute \$9.10 per month, per year of service up to a maximum of 35 years (i.e., \$318.50/month). Employees will receive a prorated contribution for portions of a year of service. Service will be calculated based on the nearest full one hundredth (.01) of a year. (For example, an employee retiring on November 30th with 15.233 years of service will receive 15.23 x \$8.70= \$132.50 per month). The retiree medical contribution will increase as follows:

Accrued liability for past retiree medical increases was factored into past labor agreements and will not be charged again toward costing in future negotiations.

- C. The retiree is not limited to purchase of a City sponsored plan, provided however, that if the retiree purchases another insurance plan, the retiree must supply the City with adequate proof of insurance coverage prior to any contribution from the City. Proof of such coverage shall be provided to the City on a periodic basis, as determined by the City.

The City will contribute only up to the maximum monthly premium of the City's sponsored plan.

- D. Except as specifically provided in Section F of this article, below, the City shall continue to make its contribution until the retiree reaches age 65 or dies, whichever occurs first. If there is a surviving spouse or registered domestic partner, he/she will be permitted to remain on the medical insurance plan at his/her own cost, subject to the conditions set forth by the insurance company.
- E. The City will continue the normal retiree medical allowance past the age of 65 for the six (6) employees named below who retire after December 23, 2006 and thereafter certify, on an annual basis, that they are not eligible to apply for Medicare Part A (hospitalization) coverage on the basis of their City service, other covered employment, through a spouse's covered employment, or through any other means.

	<u>Name</u>	<u>Title</u>	<u>Hire Date</u>
1.	Robert E. Casey	Police Officer	1/6/75
2.	Leonard J. Gomez	Police Officer	9/25/78
3.	David M. Gonzales	Police Sergeant	3/7/77
4.	George B. Hansen	Police Officer	7/13/79
5.	Jessie M. Ramey	Parking Enforcement Officer	2/11/75
6.	Kathryn H. Denlinger	Parking Enforcement Officer	10/19/77

The City shall continue to make its contribution until the retiree dies. However, if at the time the retiree dies there is a surviving spouse or registered domestic partner over 65 years of age who is not eligible for Medicare Part A, one half of the allowance will continue until the death of the spouse or registered domestic partner.

- F. In the event Health Care legislation is passed which affects the nature of the benefit described above, the parties will reopen negotiations and modify this benefit, if necessary, so as to maintain their original intent (e.g., eligibility, scope, cost).

### 35. Retirement

- A. The City contract with the Public Employees' Retirement System (PERS) shall provide the 3% at age 50 benefit formula for all Police Safety members.
- B. Except as outlined below, the City will contribute the entire 9% employee's portion of the PERS contribution rate on behalf of Safety members (referred to as Employer Paid Member Contributions, or "EPMC"). All such sums as required by law shall be credited to the individual member's account.
  - 1. For the period of January 1, 2011 through June 17, 2011, the City will contribute only 5.5% of the employee's portion of the PERS contribution rate.
  - 2. For the period of June 18, 2011 through September 23, 2011, the City will contribute only 6.5% of the employee's portion of the PERS contribution rate.
- C. Effective September 24, 2011, sworn employees will pay 3.0% of PERS-able compensation to share the cost of the 3% at 50 retirement benefit as allowed under CA Govt Code § 20516, subject to the following:
  - 1. Upon ratification of this Agreement, the City shall begin the process necessary to implement a contract amendment to allow employee contributions toward retirement through CA Govt Code § 20516 with a target effective date of September 24, 2011. All reasonable efforts will be made by both parties to finalize procedures necessary to implement these payments effective September 24, 2011.
  - 2. The City will approach each of the other employee groups in the PERS Police Safety Plan and ask them to agree to conduct an election under CA Govt Code § 20516, and to pay the required deductions if the election is successful. No election will occur until other affected employee groups agree to participate in a manner that will not increase overall costs to the City.
  - 3. In the event deductions under Govt Code §20516 cannot be implemented by the September 24, 2011 effective date, such as because other bargaining units have not yet agreed or because the PERS election is unsuccessful, then employee cost-sharing will be accomplished in the interim through post-tax payroll deductions in the manner contemplated by Govt Code § 20516(f). Such payments will not be credited under the retirement system.
  - 4. Effective June 29, 2013, employee contributions to PERS under this section will cease unless extended by mutual agreement between the City and the Association.
- D. The City contract with the Public Employees' Retirement System (PERS) shall provide the 2.7% at age 55 benefit formula for all Miscellaneous members.
- E. Under the negotiated 2.7% at 55 cost/benefit sharing formula for Miscellaneous employees:
  - 1. If the PERS miscellaneous plan employer rate is exactly equal to 20.164%, the employee shall pay 7.162% of the 8% required employee contribution. The City will pay 0.838% of the 8% required employee contribution.
  - 2. If the employer rate is less than 20.164%, the employee shall receive credit for 30.559% of the amount by which the employer rate is less than 20.164%. The credit shall be applied until the City again pays a full 7% of the 8% required employee contribution.

*[For example: If the employer rate is only 18.164% of PERS-able compensation, the City will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 1.448%];*
  - 3. If the employer rate exceeds 20.164%, the employee shall pay 30.559% of the amount by which the employer rate exceeds 20.164%. The employee shall pay for this cost in the following manner:

i. First, through an increase in the employee-paid portion of the 8% required employee contribution up to a maximum increase of 0.838%

*[For example: If the employer rate is 22.164% of PERS-able compensation, the employee will pay an additional 0.61% (2% times 30.559%) of the 8% employee contribution, for a total of 7.772%];*

ii. Second, through payroll deduction.

*[For example: If the employer rate is 25.164% of PERS-able compensation, the employee will pay an additional 1.528% (5% times 30.559%) of PERS-able compensation as follows: an additional 0.838% (8%-7.162%) to cover the full 8% employee contribution, and a payroll deduction equal to 0.69% (1.528%-0.838%) of PERS-able compensation.]*

- F. The City shall report the value of Employer Paid Member Contributions (EPMC) to PERS as compensation earnable for both Safety and Miscellaneous employees pursuant to Government Code Section 20636(c)(4).
- G. The City will provide the PERS One-Year Highest Compensation benefit to Safety and Miscellaneous employees.
- H. The City will provide an amendment to the Public Employees' Retirement System (PERS) contract to allow widows/widowers to continue receiving benefits upon remarriage.
- I. The City will provide the PERS Increased Level of 1959 Survivor Benefits (Level Two) for Safety employees, and the PERS Increased Level of 1959 Survivor Benefits (Level Four) for Miscellaneous employees.
- J. The PERS contract shall provide for Public Service Credit for Peace Corps or Americorps: Volunteers in Service to America (VISTA) for Miscellaneous employees only.

**36. Retroactivity**

An employee will be eligible for the increases to salaries and benefits provided under this Agreement on the dates specified for each increase if the employee is an active City employee and bargaining unit member on the date that the City Council ratifies this Agreement.

**37. Salary Adjustments**

- A. All sworn positions represented by the Association (police officers and police sergeants) shall receive the following regular and special recruitment and retention increases to base salary:

Date	Regular Increase
October 8, 2011	0.5%
January 14, 2012	1.0%
July 14, 2012	1.5%
January 12, 2013	1.5%

- B. All non-sworn positions represented by the Association shall receive the following regular base salary increases:

Date	<u>Regular Increase</u>
July 14, 2012	0.5%
January 12, 2013	1.0%
June 29, 2013	1.0%

**38. Salary Increases**

Employees shall receive at least a five percent (5%) salary increase upon promotion provided however that the City shall not be required to pay a salary in excess of the authorized salary range in the City Position and Salary Control Resolution.

For purposes of this article, the base for the (5%) salary increase shall be the employee's current step on the appropriate salary range plus Specialty Assignment pay if appropriate. All officers promoted to the classification of Sergeant shall be appointed to "C" Step.

**39. Scope of Representation**

A. The Association represents all employees (except hourly and confidential employees) in a police bargaining unit composed of the following job classifications:

- Police Sergeant
- Police Officer
- Police Officer - Entry Level
- Identification Technician
- Assistant Identification Technician
- Public Safety Dispatcher (I,II,III)
- Public Safety Dispatcher Supervisor
- Police Property/Evidence Specialist
- Police Property/Evidence Assistant
- Police Range/Equipment Specialist
- Police Crime Analyst
- Parking Enforcement Officer
- Police Records Specialist
- Police Records Supervisor
- Police Technician

Reclassification of these positions that does not entail changes in job duties or responsibilities will not affect their inclusion in the bargaining unit except as is provided by applicable State law.

B. If the City creates a Community Services Officer classification to perform some or all functions currently being performed by sworn officers, but not requiring the service of a sworn employee, the classification will be included as a non-sworn classification in the bargaining unit. City agrees that the creation of new Community Services Officer positions will not result in layoff of any sworn officer.

**40. Service Credit for Sick Leave Upon Retirement**

At the time of retirement, the City shall purchase an annuity for a retiring employee that pays a monthly benefit similar to the PERS amendment that provides service credit for sick leave under Government Code Section 20965.

The following conditions apply to this benefit:

A. In order to qualify for service credit for sick leave upon retirement, the retiring employee must have at least 500 sick leave hours;

- B. The conversion rate of 0.004 years of service credit for each day of sick leave is utilized. (For purposes of this section, a "day" is the equivalent of eight (8) hours.);
- C. The retiring employee may take the cash purchase value of the annuity in lieu of the monthly annuity;
- D. Safety group members who obtain 90% (or any greater amount which has been validly implemented) of final compensation upon retirement are not eligible for this benefit. (Safety group PERS contracts limit a safety member's maximum annual pension to no more than 90% of final compensation regardless of the length of service and this benefit carries the same restriction); and
- E. If the City amends its PERS Miscellaneous or Police contract to include service credit for sick leave upon retirement, non-safety or Police members, respectively will be included in that PERS contract amendment and the annuity program will be discontinued for that group.

**41. Shift Differential for Non-Sworn Personnel**

- A. Full-time, non-sworn personnel regularly assigned to a shift of eight (8) or more hours shall receive:
  - 1. Swing shift differential pay when 50% or more of the hours of their regularly assigned shift , excluding overtime, falls between 5:00 p.m. and midnight; or
  - 2. Graveyard shift differential pay when 50% or more of the hours of their regularly assigned shift, excluding overtime, falls between midnight and 7:00 a.m.
- B. Employees who are regularly assigned to a shift that does not meet the definition of a swing shift or graveyard shift shall not receive shift differential. This includes, but is not limited to, circumstances wherein an employee may be called back to work or scheduled to work an overtime shift that qualifies for shift differential pay when regularly assigned to the shift.
- C. The biweekly amount of shift differential shall be as follows:

<u>Effective Date</u>	<u>Swing Shift Biweekly</u>	<u>Graveyard Shift Biweekly</u>
July 1, 2010	\$64	\$128

**42. Sick Leave**

- A. Employees shall accrue sick leave at the rate of eight (8) hours per month of service rendered up to a maximum of 2,080 hours of accumulated sick leave.
- B. The City's "non-replenishable" sick leave program (M.C. 3.08.150b) shall be retained for the term of this agreement.
- C. An employee may use up to 48 hours of available accrued sick leave (the equivalent of 6 months of accrual) per calendar year to attend to an illness of a child, parent, domestic partner, or spouse of the employee, as provided under State law. Part-time employees may use the equivalent of six (6) months of sick leave accrual at their prorated accrual rate for such purposes. All rules for use of sick leave will apply, including those regarding physician statement requirements and use of sick leave for medical appointments

**43. Specialty Assignment Program**

The Specialty Assignment Program is as follows:

- A. For each employee, management will identify number of specialties per person, excluding temporary assignments, and rate all persons at 2% per specialty with a maximum of 6%. Each 2% increment is retained after the assignment ends.
1. Credit for a specialty position held prior to June 30, 1992, shall be given regardless of the duration of the assignment. Credit for the same specialty position held more than once shall be given so long as the assignments were not continuous.
  2. Credit for specialty positions held subsequent to June 30, 1992, shall require that the position be held for a minimum of 75% of the maximum duration of that assignment unless approved by the Division Commander. If the employee is on a leave of absence of more than 30 consecutive calendar days during the assignment, then the maximum duration of the assignment will be extended by the period of the leave. Duration of assignments is determined by the Career Development Program.
- B. At the sole discretion of the Police Chief, certain specialty assignments may be designated as "long-term specialty assignments" not having a maximum duration, and allowing increasing specialty pay in the same assignment. For such positions, specialty pay shall be earned in the following increments:
1. 2% upon assignment, retained upon reassignment if the employee holds the position for four (4) years;
  2. An additional 2% after four (4) years in the assignment, retained upon reassignment if the employee holds the position for six (6) years; and
  3. An additional 2% after six (6) years in the assignment, retained upon reassignment if the employee holds the position for at least eight (8) years.

To receive credit for each 2% increment, the employee must hold the position for a minimum of 75% time required to retain that increment, unless approved by the Division Commander. The combined maximum specialty pay for all specialty assignments, including long-term assignments, shall be 6%.

- C. Retention of specialty pay. In order to retain specialty pay employees must:
1. Meet or exceed performance standards.
  2. Work any assignment as ordered. Requirements for the assignment and procedures for selection shall be set forth in the Career Development Program.
  3. Continue to apply for and compete in good faith for upcoming specialty assignments as described in the annual performance evaluation.
- D. Failure to comply with the above requirements results in the loss of all specialty pay.
- E. If an employee has lost specialty pay as a result of failing to meet the requirements of Section C of this Article, the employee may have the specialty pay prospectively reinstated by again complying with the above requirements of Section C. Complying again with the requirements of Section C.3. above means competing for and selection to a specialty assignment.

#### **44. Standby Pay**

The City and the Association agree that when an employee is officially designated by management to remain available to return to work, at any time during specific hours outside of normal working hours, the employee shall receive two (2) hours of straight time pay or compensatory time off for each eight (8) hours on standby or fraction thereof. Effective July 5, 2008, this will be increased to

three (3) hours of straight time pay or compensatory time off for each eight (8) hours on standby or fraction thereof. To the extent feasible, the parties agree that standby shall be assigned on an equitable basis to all eligible employees.

The City and Association agree that all employees will be on automatic standby duty during a state of emergency or civil defense disaster as declared by the President of the United States, the Governor of the State, the Mayor of the City, the City Council, or the City Administrator. Such automatic emergency standby shall be without compensation unless the City is reimbursed by the State or federal government for such an expenditure.

**45. Term of Agreement**

- A. This Memorandum of Understanding shall become effective July 1, 2010 and shall remain effective through December 31, 2013.
- B. The agreement may be extended beyond its expiration date, if both parties concur.

**46. Time Off for Association Officers**

- A. Reasonable time off with pay at straight time will be granted to Association officers and negotiators for the purpose of meeting and conferring or consulting with the City subject to approval by the Chief of Police as to specific times.
- B. The Association will maintain a complete and current list of its officers and negotiators on file with the Assistant City Administrator.
- C. Upon reasonable advance notice, Association officers will be granted up to an aggregate of one hundred sixty (160) hours pay annually for attendance at Association meetings and conventions and for conducting normal and regular Association business during the term of this agreement.

**47. Training**

The City and the Association agree that all direct costs for all training or instruction required by the City shall be paid for by the City. However, the City shall retain the right to determine what training is required for the employee to improve his performance on the job and to make such training a condition of employment.

For the purposes of this agreement, this section shall include requests by Department Heads for additional training of current employees, subject to the approval of the City Administrator.

Both parties recognize that training programs and the advancement of employees to positions of higher skill are matters of great importance and interest to the City, the Association, and the employees covered by this agreement.

**48. Transportation Demand Management**

- A. Effective December 23, 2006, will provide up to 8 additional carpool parking spaces, based on need, with reasonable distance from the Police Department.
- B. Bargaining unit members shall be eligible to participate in any established Citywide Alternative Transportation Program.

**49. Tuition Reimbursement**

Employees shall be eligible for tuition reimbursement through the City of Santa Barbara's Educational Reimbursement Program.

**50. Unauthorized Leave/Suspension**

No sick leave, vacation, or holiday time shall accrue or be paid during any period of unauthorized leave or suspension. Suspension is defined as provided in Municipal Code Section 3.16.310 and City Charter Section 1007. Retroactive accrual of sick leave, vacation, or holiday time shall be provided for suspensions later found to be in error. This section shall not apply to any non-disciplinary suspension.

**51. Uniform Allowance**

A. Except as indicated below, the City shall provide an annualized uniform allowance to employees in the bargaining unit who are required to maintain a uniform as follows:

Sworn police personnel not assigned motorcycle, SWAT or canine duty	\$1,038
Sworn police personnel assigned canine duty	1,088
Sworn police personnel assigned motorcycle or SWAT duty	1,238
Non-sworn personnel	863

B. There will be no uniform allowance paid in Fiscal Year 2010-2011 or the first half of Fiscal Year 2011-2012.

C. Thereafter, payment of the uniform allowance will be paid to employees who are on the payroll during the pay period ending two (2) weeks prior to the payday on which the uniform allowance is paid in June or December of each year. Payment will be made in a separate check, in an amount equal to half of the annualized allowance, per the following schedule:

June 1, 2012  
December 14, 2012 and June 14 2013

**52. Vacation**

A. It is agreed that vacation time may be taken as accrued subject to City approval.

B. It is agreed that vacation accrual for sworn personnel shall be in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
0 through 5 years	80 hours per year
6 through 10 years	120 hours per year
11 through 24 years	160 hours per year
After 24 years	200 hours per year

C. It is agreed that vacation accrual for non-sworn police personnel shall be in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Vacation Entitlement</u>
0 through 2 years	80 hours per year
3 through 5 years	104 hours per year
6 through 10 years	144 hours per year
11 through 17 years	184 hours per year
18 through 23 years	200 hours per year
24 and over years	224 hours per year

- D. Maximum vacation accrual will be 280 hours. Said maximum vacation accrual shall not apply if scheduled vacations are canceled by the City for emergencies or personal emergencies of employees.
- E. There will be no annual vacation/holiday/CTO "cash-in" during the term of this Agreement.

**53. Work Schedule**

- A. When regular days off (RDO) are changed, reasonable notice shall be given to the affected employee(s). "Reasonable notice" is at least 48 hours unless by mutual consent.
- B. All sworn employees shall be placed on a 4/10 work schedule. Management retains the right to change an employee's day off at any time with less than 48 hours notice without incurring overtime liability in order to meet departmental needs related to court subpoenas and other planned events. Other planned events shall include incidents such as drug sweeps in investigations and employee training. Overtime liability will continue to occur when an employee works in excess of eighty (80) hours in a 14-day work period as required by the Fair Labor Standards Act (FLSA).

Uniformed sworn officers on a 4/10 schedule who are subject to call for service during the lunch period will work ten (10) hours and take a one half (1/2) hour paid lunch break. Other sworn and non-sworn employees on a 4/10 schedule will work ten (10) hours and take a one-half (1/2) hour or one-hour unpaid lunch break. A change made by management to this practice will be a normal meet and confer issue.

- C. Upon mutual agreement between management and an employee represented by the Association, s/he may work a schedule different than that delineated in Section B of this Article.

**54. Workers' Compensation: Non-Sworn Personnel**

- A. Non-sworn employees who sustain illness or injury arising out of and in the course of their City employment shall receive benefits equal to those mandated by the State of California plus the difference between State mandated benefits and the equivalent of eighty-five percent (85%) of the individual's gross (excluding O.T.) salary, if any, paid by the City for a maximum of ninety (90) working days.
- B. This Article shall not be construed to grant employees the use of sick leave benefits in lieu of or to supplement workers' compensation benefits herein or by State law, except as follows:

An employee who returns from an accepted work-related injury or illness to regular duty or modified duty may attend follow-up medical appointments during work hours when it is not possible to arrange such appointments on non-work time. Reasonable advance notice must be given to the supervisor, which in no event shall be less than 24 hours. Release time is subject to supervisory approval based on operational needs. Under these conditions, to account for the lost work time to attend physician, physical therapy, chiropractic, counseling and other physical and mental care appointments, the employee may:

1. Use accrued paid leave time (sick leave, vacation time, compensatory time, or personal leave); or
2. Use "industrial leave without pay" if employee has no accrued paid leave time, or
3. If the employee has not reached a permanent and stationary status, the employee may elect to use "industrial leave without pay" if employee does not choose to use accrued paid leave (sick leave, vacation time, compensatory time, or personal leave). However, employees who have reached permanent and

stationary status must exhaust available leave balances before being placed on leave without pay.

An employee who has not reached a permanent and stationary status and uses industrial leave without pay may be entitled to “wage loss” under workers’ compensation system depending on eligibility.

The City may make changes to its Personnel Policies including, but not limited to, the Santa Barbara Municipal Code to reflect the substance of this Agreement.

## APPENDIX A - CATASTROPHIC LEAVE POLICY

- I. PURPOSE:** To establish a program whereby City employees can donate vacation, holiday and/or compensatory time to the leave banks of permanent full-time and permanent part-time employees who have exhausted all applicable accumulated leave balances for the following reasons:
- A. To the sick leave banks of employees who are incapacitated due to an off-duty catastrophic illness or injury; or
  - B. To the vacation leave banks of employees who are caring for a spouse, registered domestic partner, or child who has been diagnosed as terminally ill.
- II. DEFINITION:** A catastrophic illness or injury is a severe illness or injury which is unusual, unexpected, or immediate in nature; and which is expected to preclude an employee from returning to work for an extended period of time, during which the employee will exhaust all of his/her accumulated leave balances.
- III. POLICY:** City employees may donate vacation, holiday and/or compensatory time to a permanent full-time or permanent part-time employee if:
- A. An employee experiences a catastrophic illness or injury or must care for a spouse, registered domestic partner, or child who is diagnosed as terminally ill which requires him/her to be absent from work for an extended period of time;
  - B. The employee has nearly exhausted all applicable leave balances (sick, vacation, personal leave, holiday, compensatory time in the case of the employee's off duty catastrophic illness or injury; vacation, personal leave, holiday and compensatory time due to caring for a spouse, registered domestic partner, or child diagnosed as terminally ill); and
  - C. The employee or if incapacitated, the legally recognized representative, has agreed to accept the donation, if approved by the Department Head and the City Administrator.
  - D. The Department Head will take action to help ensure that each employee's decision to donate or not donate to a Personal Catastrophic Leave Account is kept confidential and that the donor and recipient employees are not pressured to participate.
  - E. State and Federal income tax on the value of vacation, holiday, and/or compensatory time donated shall be deducted from the recipient employee's pay at the time the hours are used.
- IV. PROCEDURES:**
- A. A request is made by the recipient employee or if incapacitated, the legally recognized representative, to the Department Head for the establishment of a Personal Catastrophic Leave Account. This request may be made prior to that employee exhausting all of his/her applicable paid leave balances so that time donated to the time bank may be utilized immediately upon exhaustion of the employee's applicable leave balances, but not before.
  - B. Upon approval of the Department Head and the City Administrator, and upon agreement of the recipient employee, a Personal Catastrophic Leave Account will be established. The employee or if incapacitated, the legally recognized representative, will sign the "Request to

## CATASTROPHIC LEAVE POLICY- CONTINUED

Receive Donation(s)" form allowing publication and distribution of information regarding his/her situation.

- C. The employee or if incapacitated, the legally recognized representative, will be required to provide verification of the illness or injury from an attending physician before and while using time donated under this program. All information provided by the attending physician will remain confidential.
- D. The request for donations shall occur in three month intervals and may be extended if the employee's catastrophic leave time is continued, up to a maximum of twelve (12) continuous months for any one catastrophic illness/injury or the need to care for a spouse, registered domestic partner, or child diagnosed as terminally ill, based upon approval of the Department Head and City Administrator.
- E. Donated vacation, holiday, and/or compensatory time shall be converted and credited to the recipient in equivalent hours of sick leave due to employee illness or vacation leave due to a terminally ill spouse, registered domestic partner, or child at the recipient's base hourly rate. (e.g. employee A makes \$20/hour and donates 1 hour of vacation time to employee B who earns \$10/hour. B's sick or vacation bank is increased by 2 hours for each hour donated by A.)
- F. Employees will use the "Donation of Vacation/Holiday/Compensatory Time" form to submit donations of vacation, holiday and/or compensatory time directly to Human Resources. All donations will be reviewed for compliance with this policy. After review, the form will be forwarded to Payroll for action and adjustment to the donor and recipients' paid leave balances.
- G. All donations of vacation, holiday, and/or compensatory time shall be limited to a ten (10) hour maximum donation per request interval per injured/ill employee or spouse, registered domestic partner, or child diagnosed as terminally ill.
- H. The donation of vacation, holiday, and/or compensatory time is irreversible. Should the recipient employee not use all the donated time for the catastrophic illness or injury for which it was requested within one year following the initial request for catastrophic leave, any balance will revert automatically to a City-wide "Catastrophic Leave Bank" for future use by employees with need for that donated time pursuant to the provisions of this Catastrophic Leave Policy. A recipient may also voluntarily release donations made in his or her name to the City-wide "Catastrophic Leave Bank" in writing at any time.

If prior to the expiration of one year following the initial request for catastrophic leave, a recipient has not released the balance of donations received to the City-wide "Catastrophic Leave Bank" and provides the City a medical certification demonstrating to the satisfaction of the Human Resources Manager that the same catastrophic illness or injury is still active and may cause incapacity within the next year, the donations will be maintained for the exclusive use of the recipient for up to an additional year. This same certification may be provided annually thereafter. The City shall have no obligation to remind the recipient of the availability of the options provided under this paragraph.

Once donations have been released by the recipient in writing, or have reverted automatically to the City-wide "Catastrophic Leave Bank", a recipient shall not have greater access to such balances than other any qualified employee.

- I. A report on the usage of Personal Catastrophic Leave Accounts and status of the City-wide "Catastrophic Leave Bank" will be available to recognized labor organizations and others

with a need to know. The report will include the identity of the recipient(s), hours donated, hours used and the remaining balance(s).

## **APPENDIX B- TRAINING AND RELATED TRAVEL TIME FOR REQUIRED CLASSES**

The purpose of this Appendix is to provide a guide to utilize when determining when an employee is entitled to payment for attending training.

### **Non-Exempt Employees**

The Fair Labor Standards Act (FLSA) indicates that time spent by non-exempt employees in training is compensable unless all of the following conditions are met:

1. Attendance is outside of the employee's regular working hours.
2. Attendance is in fact voluntary. FLSA indicates that attendance is not considered voluntary if the employee believes that present working conditions or the continuance of employment will be adversely affected by non-attendance.
3. The course, lecture, or meeting is not directly related to the employee's job. The regulations state that training is directly related to the employee's job if it is designed to make the employee handle his or her job more effectively, as distinguished from training for another job.
4. The employee does not perform any productive work during such attendance.

If all four of the above conditions are not met, then all hours spent in training (including those outside of normal working hours) are considered to be compensable under FLSA.

If the training is considered compensable and travel time is associated with the employee's attendance, then the next question is whether the time spent traveling should be paid for. , The following must be considered.

1. **Travel During Regular Working Hours.** If the travel time related to attending required training occurs during normal working hours, then the time is considered to be compensable.
2. **Special One-Day, Out-of-Town Travel.** Travel time associated with special one-day, out-of-town training is required to be paid for irrespective of the mode of transportation utilized or whether the employee drives or is a passenger. Time that can be excluded from payment is normal home-to-work travel time and time spent eating while traveling.
3. **Overnight Travel.** If an employee travels overnight on business (for more than one day), the employee must be paid for time spent in traveling (except for meal periods) during their normal working hours on their non-working days, such as Saturday, as well as, on their regular working days. Travel time as a passenger on an airplane, train, boat, bus, or automobile outside of regular working hours is not considered worktime unless the employee performs any actual work or the employee drives a car without being offered public conveyance. Therefore, nighttime travel policies when associated with training for more than one day may prove to be more advantageous. The cost for hotel accommodations and meals for the employee versus the overtime payment should be considered when trying to determine which is more advantageous.

### **Special Requirements for 207K Exempt Employees**

The only special requirement related to 207(k) exempt employees under FLSA relates to time spent in required training when an employee is confined to a campus or to barracks 24 hours a day. Only the time spent in actual training is considered compensable hours of work as long as the other hours are spent in studying or other personal pursuits. Other than this, the same requirements that apply to non-exempt employees apply to 207(k) exempt employees.

## **TRAINING AND RELATED TRAVEL TIME FOR REQUIRED CLASSES- CONTINUED**

### **Exempt Employees**

In the case of an exempt employee, the MOU is the guiding document in whether training or related travel time is compensable. Generally, exempt employees will only be paid for time spent in required training and travel during normal work hours. Travel outside of regular work hours is excluded.

Employees who have questions regarding the compensability of training and related travel time, may contact either the Chief of Police or one of the Personnel Analysts at Ext. 5316.

## **APPENDIX C- MEMORANDUM OF UNDERSTANDING REGARDING 3/12.5 SCHEDULE**

This memorandum of understanding was entered into as of September 25, 1999, and amended on July 3, 2001, between the City of Santa Barbara, hereinafter referred to as "City," and the Santa Barbara Police Officers Association, hereinafter referred to as "Association."

This agreement is intended to allow the City to implement, on a trial basis, a "3/12.5" work schedule for some of those Officers and Sergeants assigned to patrol functions who worked a "4/10" work schedule immediately prior to implementation of the MOU.

The work period shall be defined as a 28-day work period as permitted by the Fair Labor Standards Act (FLSA) for law enforcement personnel for all sworn personnel irrespective of their shift assignment in order to accommodate the new "3/12.5" schedule. FLSA mandated overtime for all sworn personnel shall be defined as any hours worked beyond one hundred seventy one (171) hours in a designated twenty-eight (28) day cycle. Overtime under a "4/10" or "3/12.5" work schedule is defined as hours worked beyond the regularly scheduled shift, whether it be a 12.5-, 10-, 9- or 8-hour day. Overtime liability shall also occur if a member works in excess of his/her regularly scheduled 75, 80 or 85 hours in a pay period. The City shall continue for purposes of computing overtime to count all regular, scheduled work hours, including paid leave time, as time worked. Overtime shall continue to be compensated at a time and one-half overtime cash or time and one-half CTO rate but not to exceed the 50 hours CTO maximum bank. Once overtime is earned in connection with any approved method of accrual (daily, biweekly, FLSA) said amounts shall be deducted from overtime owed under any other approved method of accrual. There shall be no double or triple payment of overtime for the same hours involved.

The basic work schedule for those assigned to a "3/12.5" shall be to work 12 shifts of 12.5 hours and one shift of 10 hours during each 28-day work period. This is the equivalent of working 160 hours in a four-week period; the same as employees assigned to a "4/10", work schedule. The current meal break policy shall apply to all sworn patrol personnel assigned to a "3/12.5" work schedule.

For those assigned to a "3/12.5" schedule, the 10-hour shift must be worked within the designated 28-day work period and is considered an integral part of the City's staffing needs. Therefore, the 10-hour shift is not intended to be "routinely" utilized for leave time. In situations where an employee who, for whatever reason, does not either actually work or report leave time approved by the Department for the required 10-hour shift within the 28-day work period shall have paid leave utilized for any hours necessary to account for the required 160 hours in the following order: CTO, Holiday, Vacation unless an agreement between management and the employee to utilize in a different order. If no leave balances are available, then the hours shall be reported as leave without pay.

The one 10-hour shift shall not be limited to any particular purpose; however, it is generally intended to be utilized to facilitate training, patrol responsibilities or special assignments. Complete flexibility for scheduling this day shall be maintained by management to allow for changing priorities, training availability, and the special needs of the organization.

**MEMORANDUM OF UNDERSTANDING REGARDING 3/12.5 SCHEDULE- CONTINUED**

Under the "3/12.5" work schedule employees shall regularly work 75 hours during one biweekly pay period and 85 hours during the other biweekly pay period within the 28-day work cycle. As a matter of convenience for employees assigned to the "3/12.5" work schedule, the City shall ensure that the payments received by the employees at the end of each biweekly pay period are equal, or 80 hours per biweekly pay period, exclusive of any overtime. An exception will be in the case of an employee who does not work the required hours and does not have sufficient leave balances to cover the hours.

Management shall make every reasonable effort to have changes in patrol shift assignments coincide with the end of a 28-day work period. However, if the needs of the department as determined in the sole discretion of the Police Chief warrant a change from the "3/12.5" schedule to another such as, but not limited to, a "4/10" other than at the end of a 28-day work period, the Association acknowledges that an adjustment to balance the hours worked and paid will be required. This adjustment may necessitate a deduction from an employee's CTO, holiday, vacation time and/or gross pay. A similar adjustment may be necessary in situations such as, but not limited to, the resignation of an Officer.

The Association agrees that management retains the absolute right to discontinue the use of the "3/12.5" work schedule at any time without having to engage in the meet and confer process. Management also retains the right to assign an officer to either the "3/12.5" or the "4/10" work schedule without having to engage in the meet and confer process. If the "3/12.5" work schedule is discontinued by management, employees assigned to a "3/12.5" work schedule shall return to a "4/10" work schedule.

## APPENDIX D- FURLOUGH PLAN

### CITY OF SANTA BARBARA FISCAL YEAR 2011 and FISCAL YEAR 2012 MANDATORY UNPAID FURLOUGH PLAN POLICE BARGAINING UNIT

#### I. Purpose

The purpose of this mandatory unpaid work furlough plan is to:

- Allow the City to address anticipated revenue shortfalls and increased expenses in Fiscal Year 2011 while minimizing the need for service cuts and staff layoffs; and
- Establish, in advance, a clear and understandable method to mitigate the impacts of a work furlough on affected employees.

#### II. Definitions

"Work furlough" refers to one or more hours of required unpaid leave taken on a consecutive or intermittent basis.

#### III. Application

1. This policy applies to sworn and non-sworn employees in the Police Bargaining Unit as provided under the applicable Memorandum of Understanding (MOU).
2. Nothing in this plan shall restrict the right of the City to make bonafide permanent reductions in workforce, nor to otherwise reduce work hours for economic reasons, as authorized under the Santa Barbara City Charter, including but not limited to Sections 1007 and 1008, and the Santa Barbara Municipal Code. However, the City acknowledges that such alternate work reductions may trigger a separate duty to meet and confer with the City's recognized labor organizations about such decision(s) and/or the effects of such decisions on employees.

#### IV. Declaration and Scheduling of Mandatory Work Furlough

1. Implementation: This Mandatory Furlough Plan will be implemented at the level of 12 hours in the July 2010-June 2011 Fiscal Year and 12 hours in the July 2011-June 2012 Fiscal Year , prorated for part-time employees.
2. Scheduling of Furlough: The City will have the sole authority to schedule the furlough periods, and such decisions shall not be subject to grievance or appeal.
  - a. General Furlough Closure: The City will observe a General Furlough Closure, during which many non-public-safety City offices and operations will be closed. Some employees may be scheduled to take furlough time off during these furlough closure dates. However, most employees in the Police Department will be scheduled to work during such closure periods..
  - b. Furlough Time Off Bank: Any furlough hours not scheduled to be taken as part of a General Furlough Closure shall become part of an employee's furlough time off bank. Employees will be scheduled to take the furlough time off at another time. Furlough time for the fiscal year must be taken no later than the last day of the last full pay period in the fiscal year (June 17, 2011 and June 29, 2012, respectively). Such time off shall be scheduled on the same terms as vacation under the applicable Memorandum of Understanding or other City policy.
  - c. Rescheduling Furlough Time Off: If an employee is not able to take furlough time off as originally scheduled, the furlough hours will become part of the employee's Furlough Time Off Bank and will be rescheduled as provided in subsection "b", above. Supervisors will be encouraged, where practicable, to make reasonable efforts to avoid disruption to employees if scheduled furlough time off must be rescheduled (e.g. by finding qualified volunteers). However, this may not always be possible.
3. Application to Work Groups and Positions:
  - a. Although this plan may be applied uniformly to all Police bargaining unit employees, the City may also apply this policy differentially to all or some work groups or positions at its discretion. Such decisions shall not be subject to grievance or appeal. For example:
    - i. The City may decide not to furlough certain work groups or positions because



imposed by CalPERS, the City will ensure that retirement benefits will not be adversely impacted as a result of the furlough and related reduction in hours and/or salary.

3. Other Benefits: Other benefits may be reduced as required under normal benefit rules related to work schedule or unpaid leave. Such benefits include, but are not limited to: disability insurance or SDI/PFL contributions, Medicare contributions, etc.
4. Paid Leave Accrual: Employees will receive the same vacation, sick leave, personal leave, and management leave accruals they would have received absent the work furlough.
5. Legal Holidays: Employees on a work furlough shall receive legal holiday pay as follows:
  - a. Employees in classifications entitled to accrue holiday credit will continue to receive the same holiday credit.
  - b. For employees who do not accrue credit, where a legal holiday is observed during a period of work furlough, the employee will be paid hours for that holiday at the same level employee would have received absent the work furlough. In other words, that holiday will not count as an unpaid furlough day. For employees on a 9/80 or 4/10 schedule, the employee may be required to use accrued paid leave banks to make up the full paid holiday, as usual.
6. Use of Paid Leave: An employee will not be permitted to use accrued paid leave banks (vacation, sick leave, compensatory time, personal or management leave) during the unpaid furloughed hours.
7. Vacation Accruals: Management will make every reasonable effort to work with employees to avoid loss of vacation accruals or personal leave due to encroachment on accrual caps or time limits for use.
8. Standby and Call-back: An employee may be assigned to call-back or standby during a work furlough as provided under the applicable labor agreement or City policy. An employee called-back to active paid work during the unpaid furlough period will be required to take equivalent additional unpaid furlough during the remainder of the fiscal year.
9. Service & Seniority: Furlough shall not count as a break in City service and shall not affect seniority or eligibility for merit increases.
10. Schedule Changes: While an employee is on a furlough, schedule changes will be subject to the requirements of the applicable labor agreement
11. Overtime: Employees will only be eligible for overtime premium that they would have received absent the reduction in work hours (i.e., for over 40 hours in a workweek).
12. Probationary Period: Probationary periods shall not be affected by a mandatory furlough.
13. Limits on Benefit Continuation: Special benefit continuation under this furlough plan is available only to employees during their mandatory unpaid furlough period(s). Otherwise, employees are covered by benefit continuation under other City policies, including the City's applicable Leave Without Pay policies.

RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS AND RESCINDING RESOLUTION NO. 99-114 INsofar AS IT APPLIES TO PERS POLICE SAFETY PLAN MEMBERS OF THE SANTA BARBARA POLICE OFFICERS ASSOCIATION.

WHEREAS, the City Council of the City of Santa Barbara has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the City Council of the City of Santa Barbara has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the City Council of the City of Santa Barbara of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC); and

WHEREAS, the City Council of the City of Santa Barbara has identified the following conditions for the purpose of its election to pay EPMC.

- This benefit shall apply to all employees in the Santa Barbara Police Officers Association who are covered under the Police Safety Plan.
- This benefit shall consist of paying 5.5% (five and one half percent) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable\*\* {excluding Government Code Section 20636(c)(4)} as additional compensation.
- The effective date of this Resolution shall be January 1, 2011.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Barbara:

1. Elects to pay and report the value of EPMC, as set forth above, and
2. Rescinds the prior resolution governing the EPMC for this group, Resolution No. 99-194, only insofar as that Resolution applies to members of the Santa Barbara Police Officers Association in the Police Safety Plan.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010

**TO:** Mayor and Councilmembers

**FROM:** Administration Division, Finance Department

**SUBJECT:** Living Wage Advisory Committee Recommended Changes To The Living Wage Ordinance

**RECOMMENDATION:** That Council:

- A. Hear a staff report summarizing the Living Wage Advisory Committee's recommendations and related administrative procedures to improve the Living Wage Ordinance; and
- B. Provide staff with direction with respect to the Committee's recommendations.

### **EXECUTIVE SUMMARY:**

The Living Wage Ordinance was implemented in July 2006. At that time, Council requested that the Living Wage Advisory Committee ("Committee") return to Council after two years with an assessment of the program and any recommended changes. The report was not submitted closer to the two-year period due to workload considerations and reduced staffing. Staff was not able to devote the time and resources to bring their recommendations to the City Council in a more timely manner. However, the Committee has now completed its assessment report work. The Committee's full report is attached, which contains detailed analysis and discussion of their recommendations.

In addition to developing recommendations for improving the Living Wage Ordinance, (hereinafter the "Ordinance") the Committee requested staff to calculate the cost impacts to the City of the Living Wage Ordinance. Staff conducted a non-scientific survey of businesses to complete this assessment. The results are discussed below.

### **DISCUSSION:**

#### **Background**

The Living Wage Ordinance went into effect on July 1, 2006 with three wage tiers:

- \$14.00 per hour if no benefits were provided;

- \$12.00 per hour if basic medical insurance coverage was provided at no cost to the employee as well as compensated time-off; and
- \$11.00 per hour if basic medical insurance coverage was provided at no cost to the employee and compensated time-off and an additional supplemental benefit was provided.

The Ordinance applies to individual businesses which contract with the City with one or more contracts with the City totaling \$15,000 or more in a given year. For example, if a vendor has three separate contracts of \$6,000 each with three separate departments, the vendor would be subject to the Living Wage Ordinance since the total of the three contracts exceeds the \$15,000 threshold.

Pursuant to the Ordinance, the contract threshold and the three hourly wage tiers have been adjusted upward annually each July 1<sup>st</sup> by the January-January change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Riverside-Orange County with an annual adjustment cap of 6%. For Fiscal Year 2011, the threshold is \$16,548; and the wage tiers are \$15.45, \$13.24, and \$12.14. With the adoption of the Living Wage Ordinance, Council established a Living Wage Advisory Committee. It consists of seven members appointed by City Council, representing locally-owned businesses, living wage advocates, non-profit organizations, the Chamber of Commerce or Downtown Organization, and the public at large. One of the primary charges of the Committee was to assess the effectiveness of the Living Wage Ordinance, and to return to the Council with any recommendations for improving the Ordinance and the administration of the program.

### **Living Wage Advisory Committee Report.**

The attached Living Wage Advisory Committee Report provides a detailed discussion of the Committee's recommendations. A summary is provided below, including staff comments, as appropriate.

- 1. Eliminate the Dollar Threshold.** All vendors who do business with the City would be subject to the Ordinance in all cases rather than when the dollar threshold, currently at \$16,548, has been reached.

**Staff Response:** The issues surrounding the current threshold relate to the administrative burden of tracking vendors citywide across multiple departments to determine when a vendor has exceeded the threshold and therefore becomes subject to the living wage. Second, new vendors bidding for contracts below \$15,000 may have a competitive advantage over a vendor that has already reached the threshold through other contracts with the City within a fiscal year.

While staff recognizes the benefits of lowering the threshold to zero, it also creates other impacts in that all contractors performing any work for the City would be subject to the Living Wage Ordinance. This not only could have a greater impact of the amount the City pays for services, it may also affect the City's ability to secure vendors for very small contracts.

Council may want to consider, as an alternative, raising the threshold to reduce the administrative burden on staff and to reduce the number of contracts to which the Living Wage Ordinance applies to also reduce the occasions in which vendors are placed at a competitive disadvantage.

- 2. Simplify the Qualifications for the Lower Wage Tiers.** Rather than a qualitative analysis and comparison of benefits provided by vendors, the Committee suggests using a more quantitative approach to determining when a contractor qualifies for one of the lower wage tiers.

**Staff Response:** Although there is no ideal solution, staff concurs with the Committee's recommendation and analysis.

- 3. Establish Fines for Non-Compliance and Inadequate Record Keeping.** .

**Staff Response:** Staff concurs with the Committee. Currently, the only remedy for non-compliance is to terminate contracts and to disallow the firm from receiving future City contracts, either temporarily or permanently. A fine system would provide an additional compliance tool and create an intermediary step. The audits showed that firms maintained inadequate records to conclusively demonstrate compliance. Fines would be imposed when the audits cannot substantiate compliance based on provided records. However, we have been advised by the City Attorney's office that any fines imposed would have to be imposed only through an administrative citation hearing process which provides full "due process" legal rights to the contractor and which includes the ability to obtain Superior Court review of any fines which may be imposed by the City. In addition, the amount of the fines and the process for determining a violation of the Ordinance would need to be established by an amendment to the Living Wage Ordinance.

- 4. Establish a Funding Source for Compliance Audits.**

**Staff Response:** The creation of the Living Wage Ordinance did not include any ongoing funds for enforcement. The enforcement program was intended to be on a complaint basis and not include an active audit program to promote compliance. The cost to conduct an audit of just one contractor to determine compliance with the requirements of the Living Wage Ordinance is approximately \$3,500.

Staff agrees that an effective enforcement program should include an audit component along with the required funding. However, any funds provided for audits should be considered in the context of other City programs and funding priorities, as well as the financial challenges facing the City as a result of the recent economic downturn. City Council should also consider and recognize that the City currently has eliminated its funding for its transient occupancy tax audit program due to budget cuts, which could have revenue impacts.

**5. Require Non-Profit Organizations Competing with the Private Sector to be Subject to the Living Wage.** The current Ordinance exempts non-profits from paying a living wage.

**Staff Response:** This is a technical clarification that would require non-profits that compete for City contracts along with private contractors to also be subject to the Living Wage Ordinance.

**6. Pay all City Workers the Living Wage.**

**Staff Response:** The City does pay less than the Living Wage rates to certain limited term, hourly, employees. For example, in Fiscal Year 2010, the City hired a total of 706 hourly employees at an hourly rate that was below the living wage. These employees worked an average of 613 hours each. These positions are seasonal in nature and include swim instructors, parking lot attendants, lifeguards, etc. In addition, many of the positions are filled by college students or retirees where the wages they are paid are not intended or expected to be sufficient to “earn a living” and are consistent with the market compensation for such positions. Other hourly employees hired by the City on a temporary basis that are assigned to work performed by regular employees are paid an hourly wage that does exceed the wage tiers established by the Living Wage Ordinance.

It is important to note that the Living Wage Ordinance specifically exempts both private and public employees who are subject to collective bargaining from its provisions. All City hourly employees who work more than 520 hours per year (25% of full-time hours of 2,080) are represented by the Service Employees International Union (SEIU), Local 620, and the City actively bargains with their Union over their wages, benefits, and other terms and conditions of employment.

Further, the City already has a full set of Charter provisions, Municipal Code Sections, and employment policies dealing with City employment. If the Council did wish to increase wages or benefits for City employees, staff would recommend that it be accomplished through these established Charter and Municipal Code policies and procedures and not through the Living Wage Ordinance.

The cost to increase the wages of all hourly employees to \$15.45, based on Fiscal Year 2010 data, is approximately \$1.1 million city-wide. If only those employees working more than 520 hours were paid \$15.45 per hour, the impact would be approximately \$750,000 citywide.

**7. Evaluating Cost of Bringing Services In-house.**

**Staff Response:** As recommended by the Committee, the City does and will continue to consider the full cost when making decisions to bring services in-house. However, other factors in addition to cost may also factor into the ultimate decision.

#### **8. Increase Program Awareness.**

**Staff Response:** There is no budget for an outreach program to increase awareness, particularly for those employees who may benefit from the living wage. However, staff will look for opportunities where a public service announcement created by the City's TV programming staff could be aired by local radio and television stations, in both English and Spanish, at no cost to the City.

#### **Financial Impacts of the Living Wage Ordinance**

Determining the actual financial impacts to the City due to the Living Wage Ordinance is difficult. Other factors in addition to wages, such as fuel prices, insurance, interest rates, equipment and material costs, influence the final price. In addition, contractors comply with the requirements in a variety of ways. Based solely on the survey responses (68 of 97 firms responded), the City's cost increased by an estimated \$194,000 in Fiscal Year 2007 due to the Living Wage requirements. This does not include the direct impact to the cost of the renewed contract for parking management services at the Airport of \$150,000.

Based on more recent data collected from contractors during Fiscal Year 2010, the impact of the Living Wage Ordinance is estimated at \$171,725. These increases are structural, would be ongoing, and would increase as Living Wage rates are increased. Also, costs will increase as contracts that were awarded before the adoption of the Living Wage Ordinance expire and are bid using the Living Wage rates.

**ATTACHMENT:** Living Wage Advisory Committee Report

**PREPARED BY:** William Hornung, C.P.M., General Service Manager

**SUBMITTED BY:** Robert Samario, Finance Director

**APPROVED BY:** City Administrator's Office

**CITY OF SANTA BARBARA LIVING WAGE ADVISORY  
COMMITTEE**

**Report to the City Council  
Assessment of the Living Ordinance**

**Dated October 22, 2010**

## **BACKGROUND**

### **Contracts Subject to the Living Wage Ordinance**

The Living Wage Ordinance (“Ordinance”) went into effect on July 1, 2006. At that time, Living Wages were required to be paid by any:

*“...person or other legal entity (other than a public entity or a nonprofit entity) which enters into one or more contracts with the City to provide services to the City (other than recreation services to the public), where the amount paid by the City to the person or entity may exceed or exceeds Fifteen Thousand Dollars (\$15,000) when such compensation is calculated on a City fiscal year basis. Municipal Code 9.128.010 C.”*

Since the threshold is measured on a fiscal year basis, a vendor may become subject to the Ordinance with a single contract exceeding the threshold or through several contracts with the City in a single year that, on a combined basis, exceed the threshold. For example, if a vendor has three separate contracts of \$6,000 each with three separate departments, the vendor would be subject to the Ordinance since the total of the three contracts exceeds the \$15,000 threshold. In this latter case, only the contract that exceeded the threshold, as well as any other contracts executed subsequently during the same fiscal year, is subject to the Ordinance.

Generally, all contracted services are potentially subject to the Ordinance. Licensed contractors, which are subject to California prevailing wage laws, are exempt since these wages exceed the living wage amounts established by the City’s Ordinance.

### **Living Wage Amounts**

The Ordinance established three (3) wage tiers based on the level of benefits provided to employees. Initially, the Ordinance established the following wage tiers:

- (1) \$14.00 per hour if no benefits were provided;
- (2) \$12.00 per hour if basic medical insurance coverage was provided at no cost to the employee as well as compensated time-off; and
- (3) \$11.00 per hour if basic medical insurance coverage was provided at no cost to the employee and compensated time-off and an additional supplemental benefit was provided.

### **Annual CPI Adjustments**

The contract amounts and the three hourly wage tiers are “adjusted upward annually each July 1<sup>st</sup>...” by the January-January change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for Los Angeles-Riverside-Orange County with an annual adjustment cap of 6%.

Table 1 summarizes the past adjustments to wages and the aggregate contract threshold.

	<u>FY 2007</u>	<u>CPI</u>	<u>FY 2008</u>	<u>CPI</u>	<u>FY 2009</u>	<u>CPI</u>	<u>FY 2010</u>
<b>Threshold</b>	\$ 15,000	3.10%	\$ 15,465	4.60%	\$ 16,176	0.00%	\$ 16,176
<b>Living Wage Hourly Rates:</b>							
No Benefits	\$ 14.00	3.10%	\$ 14.43	4.60%	\$ 15.10	0.00%	\$ 15.10
Medical & Time-off	\$ 12.00	3.10%	\$ 12.37	4.60%	\$ 12.94	0.00%	\$ 12.94
Above benefits + Add'l	\$ 11.00	3.10%	\$ 11.34	4.60%	\$ 11.86	0.00%	\$ 11.86

### **Formation of the Living Wage Advisory Committee**

In connection with the adoption of the Living Wage Ordinance, a Living Wage Advisory Committee was formed, consisting of seven City Council appointed members representing locally-owned businesses, living wage advocates, non-profit organizations, the Chamber of Commerce or Downtown Organization and the public at large. One of the primary charges of the Committee was to assess the effectiveness of the Living Wage Ordinance, and to return to Council with any recommendations for improving the Ordinance and the administration of the program.

### **COMMITTEE RECOMMENDATIONS**

#### ***1. Eliminate the Dollar Threshold***

In cases where an incumbent vendor has already reached the living wage threshold and is bidding on additional work below the threshold, the Committee believes the incumbent is placed in a competitive disadvantage when competing against new vendors that are not subject to the living wage requirements. By requiring compliance with the Ordinance for all contracts from the first dollar, this change will even the playing field and streamline compliance monitoring.

Secondarily, the threshold is adjusted annually making it difficult for both vendors and City staff to track and remember (e.g., \$16,176 for Fiscal Year 2010) and therefore, complicates compliance monitoring.

#### ***2. Simplify the Qualifications for the Lower Wage Tiers***

The current system has three wage tiers. The highest hourly rate tier applies when no insurance benefits, compensated leave or other benefits are provided to the

employee. The employer can pay the middle wage tier provided they provide “Basic Medical Insurance Coverage” and Compensatory Time as defined in the Living Wage Ordinance. The Basic Medical Insurance Coverage requirement specifies that various co-pays and deductibles must be the same as those paid by City employees under the insurance plans sponsored by the City.

The employer can pay the lowest wage tier by not only providing Basic Medical Insurance and Compensatory Leave Time, but other benefits outlined in the Living Wage Ordinance, including (1) a deferred compensation program or another retirement plan under which the employer makes a contribution on behalf of the employee equal to 5% of the employee’s gross earning, and (2) medical insurance coverage for a spouse, family or domestic partner.

In effect, to ensure a contractor is appropriately paying the lowest tier, the contractor’s health insurance plan must be evaluated against the City’s for similarity. However, because of the many variations in types of insurance plans offered by the City and contractors – level of coverage, deductibles, maximums, etc. - evaluating the plans for comparability is not practical and, therefore, is not being performed. Staff is simply relying on contractors to indicate whether they provide the required benefits to warrant the middle or lowest wage tier.

Rather than have a requirement that specifies certain benefit elements, the Committee recommends establishing a dollar amount spent for benefits as the basis for paying a lower living wage tier. Although this system also has its own challenges, it would be easier to administer and enforce.

Specifically, the Committee recommends that contractors who spend the difference between the highest and one of the lower wage tiers on medical insurance and benefits would qualify for the lower wage tier.

Based on 2080 work hours per year (and 173 work hours per month), and using FY’10 rates (see table above) a contractor would have to spend the following amounts per month on benefits:

- Tier 1 (\$15.10) – No benefits need to be provided
- Tier 2 (\$12.94) - Spend at least \$374 per month
- Tier 3 (\$11.86) - Spend at least \$561 per month

### **3. Establish Fines for Non-Compliance and Inadequate Record Keeping**

Under the existing Ordinance, contractors that do not provide the requested payroll and other information to determine their compliance with the provisions of the Ordinance can have their contracts terminated and be banned from receiving new contracts. However, the Ordinance does not provide for imposition of fines.

The City recently conducted audits, performed by a local CPA, of three vendors that have or had contracts with the City to determine whether they were in compliance with the Ordinance. In these cases, although the contractors provided their payroll

records, the auditors were not able to determine whether they were in compliance due to poor accounting and record keeping systems.

In addition to the current provisions, the Committee recommends a fine program to encourage compliance. Failure of the contractor to keep adequate records sufficient to determine whether they were in compliance with the ordinance would result in fine of \$500 or 10% of the contract value, whichever is greater. Fines can be appealed to the Finance Director.

The purpose of these fines would be to motivate firms to keep appropriate records and avoid situations in which the City determines an audit of a contractor is appropriate but is unable to prove either compliance or non-compliance due to inadequate records.

Incidentally, the City has implemented processes and updated forms to improve the collection of data for measuring the ordinance's success. The following changes are being considered to address the issues raised from the audit:

- Update the certification form to highlight the minimum data requirements to demonstrate compliance.
- Require all contractors that are paying a living wage to provide a compliance report within 30-days from the conclusion of the contract.
- Require all contractors with annual contracts that are paying a living wage to provide a compliance report within 30-days of the completion of the first quarter.

#### ***4. Establish a One-Time Funding Pool for Conducting Compliance Audits***

When the ordinance was implemented, no funds were budgeted for conducting compliance audits. Consequentially, no audits were conducted until fiscal year 2010.

The Committee recommends Council established at least a \$10,000 pool for conducting compliance audits. Audits would be triggered when the City receives a complaint that in the City's opinion has merit. The pool would be replenished from time to time depending on the number of audits performed.

#### ***5. Require Non-Profit Organizations Competing with the Private Sector to be Subject to the Living Wage***

Currently, handicapped individuals, apprentices, and student interns are specifically exempt from the living wage ordinance. In addition, Section 9.128.000 (C) exempts other public entities and non-profits.

The Committee is concerned that there may be situations when a non-profit organization is bidding for a City contract for services and therefore has a

competitive advantage since it is not subject to the living wage. Although staff is not aware of such situations actually having occurred, for purposes of clarification it seems appropriate that the ordinance should be clarified.

The Committee recommends retaining the exemptions for handicapped individuals, apprentices, and student interns in Chapter 9.128.000 (A) and (B) and clarifying that non-profits be exempt except in those situations in which they are competing directly with for-profit businesses for City contracts.

## **6. *Pay all City Workers the Living Wage***

During the course of its evaluation, the Living Wage Advisory Committee found that the City pays some seasonal, hourly, workers in Units 17 & 18 less than a living wage.

The Committee believes the City of Santa Barbara should lead by example and pay living wages to all of its employees.

## **7. *Evaluating Cost of Bringing Services In-house***

The Committee also found that some service contracts had been terminated or not renewed and those duties were being performed by new hires of the City of Santa Barbara. In some cases the City made this decision because the contractor raised the fees to cover the Living Wage requirements and the City discovered that it could hire employees qualified to do that task plus more sophisticated duties for approximately the same hourly rate. However, the Committee feels that the City did not consider the actual cost to the City because the cost of benefits was not considered in their decision to bring services in-house. As discussed below, City staff has indicated to the Committee that the full cost of bring the services in-house are considered.

To ensure fairness, the Committee recommends that the accounting practices of the City should include the overhead costs of employees when evaluating the cost effectiveness before terminating a service contract and performing the services with new employees.

City staff has indicated to the Committee that the full, incremental, cost of an employee, including salary, benefits and any related overhead costs, is included in any consideration to bring services in-house.

## **8. *Increase Program Awareness***

The City includes Living Wage notifications in its bidding packages and required contractors to notify their employees but has done little outreach directly to potential workers.

The Committee recommends the City Council direct staff to research alternative outreach strategies, such as Public Service Announcements on TV, radio, and print media to increase awareness, along with the associated costs. Once staff has

developed alternative strategies, the Committee recommends staff return to the City Council for direction.

**FINANCIAL IMPACTS OF LIVING WAGE ORDINANCE ON CITY**

When the program was implemented in July 2006, there was no system in place for collecting the data to determine any increase in the costs of service provided as a result of the living wage requirements or to determine to what degree the living wage ordinance resulted in increased wages and/or benefits to employees working on City contracts. Although contractors were required to certify that they were aware of the Living Wage requirements before a purchase order was issued, they were not initially asked to provide cost or benefit information.

Consequently, staff conducted two surveys to collect cost and benefit information. One was sent to service providers and a second sent to human services grant applicants.

Incidentally, the Living Wage Certification Form was revised in August 2007 to request information on any cost impacts and the aggregate benefits provided to the employees.

**Survey of Service Providers**

The survey was mailed in August 2007 to ninety-seven (97) businesses that held living wage contracts between July 1, 2006 and June 30, 2007. Sixty-eight (68) responses were received and one survey was returned because the firm was no longer in business. Follow-up interviews were conducted as needed to clarify their responses.

The results of the survey are summarized below.

Number of Businesses that Responded	68
Number of workers that received a higher wage due to the Ordinance	80
Aggregate increased wages	\$ 250,744
Average increase in total wages per worker	\$ 3,134
Estimated Increased Costs Passed on to City	\$ 194,000

**Cost per Resident and Percent of Operating Budget**

City of Santa Barbara Residents in 2004	Estimated Impact to the City	Estimated Cost per Resident	City of Santa Barbara 2007 Operating Budget	Percentage of Operating Budget
90,305	\$194,000	\$2.15	\$ 243,939,864	0.08%

It is important to note that there are several factors that could affect the accuracy of survey results. These factors included the following:

1. The increased cost passed on to the City of \$194,000 is based solely on the data provided by the 68 survey respondents. City staff did not, and could not, verify these numbers or extrapolate the cost/benefit information for the 29 firms that did not respond.
2. In cases where respondents did not indicate how much of the increased costs were passed on to the City, the full cost was assumed to have been passed on to the City. For example, if a firm said that their cost increased as a result of the Living Wage Ordinance by \$5,000, but did not indicate how much, if any, of these increased costs were passed on to the City, the entire \$5,000 was used to calculate the costs passed on to the City. Thus, this calculation errs on the side of higher cost.
3. The number of employees working under a specific contract was not uniform for the duration of the contract – either because of the type of work performed or the seasonal nature of the work. Therefore, in some cases the survey respondents only gave a range of workers affected. In these cases, an average was calculated and rounded up to the next whole number. For example, if 10 to 15 employees benefited from living wages, 13 employees would be used in the calculation.

It is interesting to note that for those firms that responded, only two firms paid the lower wage tiers requiring the provision of health insurance and other benefits. Of these two firms, one has more recently increased their hourly wages to the highest rate because the insurance they offer does not meet the ordinance’s requirements. Although better than the City’s in some aspects, it does not match the overall benefits provided by the City to its own employees as required in the Ordinance. In addition, a few firms stated that when employees were given a choice of insurance or higher wages, the employees chose higher wages.

### **Fiscal Year 2010 Data**

Since the survey data is somewhat dated, staff compiled a cost and benefit table using responses from the Living Wage Certification form for fiscal year 2010. The results are summarized below:

Number of workers that received a higher wage due to Ordinance	83
Aggregate increased wages	\$128,692
Average increase in total wages per worker	\$1,550
Estimated Increased Costs Passed on to City	\$171,725

## Survey of Human Service Grant Applicants

A second survey was developed by the Community Development Department and approved in January 2008. The survey was sent to fifty-two (52) non-profit organizations that applied for human services grants to measure the effect of including an extra point for grant applicants that paid living wages. Twenty-nine (29) responses were received. The survey revealed two main points.

1. Non-profit agencies funded with Human Services/CDBG grants are currently paying the majority of their employees the Living Wage. The responses indicated that ninety-two percent (92%) of those employed full-time and sixty-nine percent (69%) of those employed part-time are being paid the equivalent of the City's living wage.
2. The Living Wage Incentive Program seems to have been somewhat of an incentive for non-profit agencies to pay the Living Wage. Thirteen of the nineteen agencies (68%) that received the extra rating point felt that it helped the overall rating and the competitiveness of their application. While no non-profit organizations changed their employee compensation practices in order to earn the extra point for qualifying for City grants, seven agencies (24%) reported that the Living Wage Incentive caused them to review and/or increase their salaries.

## Impacts of Living Wage on Airport Parking Management Contract

When the Living Wage Ordinance was implemented, the Airport Department had an existing contract for parking management services that was not subject to the Ordinance because the contract predated the adoption of the Ordinance. Subsequently, the Airport negotiated a contract extension from November 2007 through October 31, 2011, triggering the Living Wage requirements. As a result, the new contract was increased by \$150,000, spread across fifteen employees, in order to comply with the Ordinance, as shown below.

### Airport Parking Contract

Number of workers benefiting	15
Aggregate worker benefits	\$150,000
Average benefit per worker	\$10,000
Cost Increases due to Living Wages	\$150,000

## Overall Conclusion

It is difficult to calculate the on-going annual cost impacts of living wages because of the contracts are competitively awarded and many factors in addition to labor costs affect contract prices; but it would be safe to assume that the above cost increases would be somewhat permanent and that costs would increase by a portion or all of the annual

CPI increases made to the wage tiers. In addition, some contracts, such as the Airport parking concessions contract, were exempt from the Ordinance because the contract was competitively awarded and in place prior to the ordinance's adoption. As these contracts expire or are extended, they would become subject to the Ordinance and, therefore, the impacts would likely be more immediate and pronounced.

Not included in any of the cost analysis above are those incurred by City staff to administer the requirements of the Ordinance. These costs are difficult to estimate because the amount of time spent by staff was not being tracked, although some processes to track costs have been recently implemented. Annual administrative costs to the City for administration, education and enforcement are estimated at \$12,000, which includes 300 hours of City employees' time. Cost for audits is not included in the estimate, which can cost between \$3,000 and \$4,000 per audit.

## **OTHER IMPACTS AND CONSIDERATIONS**

Operating practices of some service providers were altered. Less skilled employees were replaced with employees requiring less supervision who are also able to produce equivalent results in less time.

The City has had one grievance that was submitted to the City Attorney prior to the Committee being formed and the grievance process implemented. To date, no grievances have been received. Audits are primarily complaint driven. Other cities and counties that have a living wage requirement use a similar methodology for auditing. This is due to the staffing, workloads, and the cost for conducting audits. Since the program has been in place for over two years with no audit conducted, three firms were selected in March 2008 for audits based on their service sectors and contract values for compliance with the City of Santa Barbara Living Wage Ordinance 9.128. As previously discussed, the auditors found that records examined did not provide a complete and clear representation of contractors' compliance with the ordinance. They found some example of possible manipulation of wage reporting and received responses that appeared inconsistent with normal business operating procedures. In addition, they received responses from the contractors that all necessary documentation was provided to verify compliance with the ordinance. While initial documentation requested of payroll summaries for the period under examination was necessary, additional detailed individual employee information is needed to clearly identify compliance.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010

**TO:** Mayor and Councilmembers

**FROM:** Environmental Services Division, Finance Department

**SUBJECT:** Professional Services Agreement For Zone 1 Hauler Franchise Renewal

**RECOMMENDATION:** That Council:

- A. Direct staff to conduct an open competitive process to solicit proposals for a franchise contract for exclusive solid waste, recyclables, and organics collection and disposal for Zone 1 effective June 7, 2013 (Zone 1 Hauler Franchise);
- B. Authorize the Finance Director to negotiate and execute a Professional Services Agreement, in a form acceptable to the City Attorney, with HF&H Consultants, LLC in an amount not to exceed \$152,000 for competitive contracting assistance;
- C. Appropriate \$152,000 from available reserves to the Solid Waste Fund to cover these contract costs; and
- D. Direct staff to require the successful Zone 1 Hauler to reimburse the City for the HF&H consulting costs.

### **EXECUTIVE SUMMARY:**

The Zone 1 solid waste franchise agreement with Allied Waste Services of North America, LLC (Allied Waste) will expire in June 2013. Staff recommends a full public competitive process to receive proposals for a successor franchise contract for Zone 1.

Staff recommends that the Finance Director be authorized to negotiate and execute an agreement for professional services with HF&H Consultants, LLC. A 10-year franchise agreement for Zone 1 would be expected to encompass over \$80 million in consumer services paid to the hauler. Staff believes that the investment of the \$152,000 HF&H contract amount, which represents less than 0.2% of the Zone 1 contract value, is prudent to ensure that the City negotiates the best possible franchise terms. Further, it is anticipated that the successful hauler will fully reimburse the City's Solid Waste Fund for these costs.

## **DISCUSSION:**

Since 2003, the City has had two “zones” for solid waste collection and disposal in the business, multi-unit residential, and single family residential sectors. The City has contracted with two haulers, one in each zone, to collect solid waste, recyclables, green waste and, most recently, business food scraps. Collectively, the haulers are paid over \$15.5 million dollars for these services. Approximately 65% of this is for collection services, and 35% is attributable to disposal costs. The cost of services is funded entirely through the solid waste rates charged to City customers.

The City’s franchise contract with Allied Waste Services of North America, LLC (Allied Waste) for solid waste collection in Zone 1 will expire on June 7, 2013. Zone 1 is roughly described as the area west of the middle of State Street and south of Highway 101. Allied Waste has been the hauler for customers in Zone 1 since accepting assignment of the 10-year contract from BFI Waste Systems of North America, Inc. (BFI) in 2007.

The City’s contract with MarBorg Industries, Inc. (MarBorg) for Zone 2 expires at the same time, but contains two 5-year options for extension at the discretion of MarBorg. Provided MarBorg notifies the City that it intends to exercise the first of those options, staff does not intend to include Zone 2 in this contracting process.

## **Public Competitive Process**

Staff has considered various options for the new hauler contract for Zone 1, including: sole source renewal negotiations with Allied Waste; a closed competitive process where only the City’s two current haulers could propose; sole source negotiations with MarBorg in order to have a single hauler citywide; an open competitive process which excludes MarBorg in order to keep two separate haulers in the City; and a full open competitive process.

Staff believes that the option that would provide the greatest potential for rate relief and/or increased services to customers and the community is a fully open competitive process. Under this process, the City might end up with one or two haulers, depending on the overall benefit to ratepayers and the community. The successful hauler might be one of the current two haulers, or might be a new hauler, again depending on the value brought to the community.

Staff has assembled a project team for this process consisting of a projected leader from the City Administrator’s Office, an attorney from the City Attorney’s Office, a manager from the Public Works Department, a representative from the Finance Department, and key Environmental Services Division staff members. During the contracting process Staff plans to seek direction as needed from the Sustainability Committee and to involve the full City Council in all key policy decisions.

## **Need for Professional Services**

The use of professional services in solid waste hauler franchise negotiations is very common given the importance and complexity of the services involved, changes in solid waste management practices and related technologies, the high level of industry regulation, and the significant financial commitments involved. The City used professional contracting services ten years ago, when the last franchise negotiations occurred.

With the Environmental Services Manager position currently vacant, and a period of adjustment expected when the new manager is hired, professional expertise will be even more important than in the past. Further, the fact that MarBorg has the option to continue its agreement with the City in Zone 2 at the current consumer rate structure creates different complexities and opportunities than would occur during a coordinated and citywide contracting cycle.

Staff interviewed two highly recommended firms and chose HF&H for their professionalism and fit with the City's needs. HF&H has significant experience and expertise in waste collection, diversion, and disposal issues. They will help staff and the City Council to identify key policy decisions and to optimize the range of services offered to rate payers. In the highly regulated and dynamic field of municipal solid waste management, we will rely on their awareness of industry trends, technological advances, funding issues, and modern performance standards. Their experience will help us to attract competitive bids and control costs for rate payers. They will also help us to comply with applicable laws and anticipate legislation.

The services provided by HF&H will include helping staff and the City Council to determine City's collection needs, developing a contracting strategy to address those needs, preparing and issuing a request for proposals (RFP), reviewing and evaluating the proposals received, negotiating with the top ranked contractors, and preparing the a new agreement with the selected contractor.

A 10-year franchise agreement for Zone 1 would be expected to encompass over \$80 million in services paid to the hauler. Given this, staff believes that an investment of \$152,000, less than 0.2% of the contract amount, is prudent to ensure that the City secures the highest level of service at the best price for City ratepayers.

HF&H's Scope of Work and Fee Estimate, which includes a draft project timeline, is attached. If this contract is approved, staff plans to make initial recommendations on key policy decisions to both the Sustainability Committee and the City Council in the first months of calendar year 2011. It should be noted that, upon the recommendation of the Sustainability Committee, staff is exploring ways to move the deadline for award of the new contract that is reflected in HF&H's draft timeline up by 3 months.

### **Reimbursement from Successful Hauler**

It is common for public agencies to ask the successful hauler to reimburse the public agency for contract consulting costs. In the meantime, staff will use Solid Waste Fund reserves to pay for these services.

### **BUDGET/FINANCIAL INFORMATION:**

The total recommended contract amount of \$152,000 includes \$126,000 in estimated basic costs, plus up to \$26,000 in case more than the anticipated number of proposers respond, or the City wishes to engage in negotiations with more than one finalist simultaneously.

Funds will be appropriated from Solid Waste Fund reserves to the current operating budget to cover the contract costs. However, it is anticipated that the successful hauler will reimburse the City for these costs in full, so that these funds may eventually be restored to reserves.

**ATTACHMENT(S):** HF&H Consultants, LLC: Scope Of Work and Fee Estimate to Provide Solid Waste and Recycling Contracting Services

**PREPARED BY:** Kristy Schmidt, Acting Environmental Services Manager

**SUBMITTED BY:** Robert Samario, Finance Director

**APPROVED BY:** City Administrator's Office

**HF&H CONSULTANTS, LLC**

**SCOPE OF WORK AND FEE ESTIMATE TO PROVIDE SOLID WASTE AND  
RECYCLING CONTRACTING SERVICES**

**CITY OF SANTA BARBARA**

**PROJECT BACKGROUND**

The City of Santa Barbara (City) currently receives collection services under separate agreements with Allied Waste Services (“Allied”) in Zone 1 and Marborg Industries (“Marborg”) in Zone 2. The agreements expire June 7, 2013. The Marborg agreement provides the company with an extension option. The Allied Waste Agreement does not. The City seeks an experienced solid waste consultant in order to assist the City through a competitive procurement of a new solid waste collection agreement for services provided in Zone 1 serviced by Allied Waste beginning June 8, 2013.

Each hauler provides exclusive residential and commercial collection services within their zones. Obtaining a new agreement with enhanced services through a competitive process in half of the City presents certain challenges. For example, different rates and/or services proposed for Zone 1 may necessitate negotiations with Marborg for service or rate changes in Zone 2, City-billing of blended rates, or other remedies to standardize rates and services City-wide, if that is the City’s goal. Alternatively, services and/or rates could be different in each zone.

There have been many regulatory and other industry developments in the solid waste field since the current agreement was drafted. As part of this contracting process, we will identify service improvements and provide new contract language so that the City’s agreement addresses changes in the City’s needs, and reflect current solid waste industry practices. A few of these issues that cities must now consider include:

- Air Resource Board regulations and other vehicle requirements;
- Commercial and multi-family recycling services;
- Collection of electronic and other universal waste;
- Sharps collection (i.e. syringes);
- Large venue event recycling; and,
- Proposition 218 issues.

Additionally, we understand that the City is interested in the feasibility of:

- Door-to-door HHW collection (the City currently relies on a regional drop-off location open Saturdays);

- Textile recycling;
- Food waste diversion; and,
- Other programs to increase recycling.

HF&H has provided services to jurisdictions throughout the State and has assisted clients with similar issues. We can provide the City with the expertise and assistance that the City needs for a successful process.

## **HF&H APPROACH**

HF&H offers the City full service competitive contracting assistance, as described in the work plan below. Each of HF&H's clients have different service and contract needs, which we work with each city to address. All of our clients have the same desire for a smooth process, which we offer through our program outlined below.

## **WORK PLAN**

The following work plan is for conducting a competitive procurement. This section is organized as follows:

Task 1: Determine City's Collection Needs & Develop Contracting Strategy

Task 2: Prepare and Issue Request for Proposals

Task 3: Review and Evaluate Proposals

Task 4: Negotiate With Top Ranked Contractors, and Prepare a New Agreement with Selected Contractor for City Council Approval

## **TASK 1: DETERMINE CITY'S COLLECTION NEEDS & DEVELOP CONTRACTING STRATEGY**

### **Subtask 1A: Initiate Project**

Under Subtask 1A, HF&H will:

#### **Review existing background documents and prepare for kickoff meeting**

We will review the existing solid waste collection franchise agreements and the City's solid waste and recycling ordinances to gain an understanding of the City's existing solid waste programs and service arrangements.

We understand that the City has a Sustainability Committee, including three City Councilmembers, who will participate in the process. We will work with the Committee and City staff to determine services to be included in the new draft agreement and confirm the Committee's role, if desired, in the evaluation of the proposals. We have successfully worked with subcommittees and environmental task forces in many other cities.

### **Meet with City staff**

We will prepare for and conduct a meeting with City staff to discuss key issues relating to the procurement of a new franchise agreement, and confirm the detailed schedule for the process.

### **Prepare the project plan and analysis of the current agreement**

Based on our kickoff meeting, we will prepare a Project Plan that documents the project background, key issues, existing and alternative solid waste and recycling services, and schedule. We will provide a copy of the Project Plan to the City and use it as a tool to manage the contracting process.

## **Subtask 1B: Define Scope of Services and Confirm with City**

The purpose of this task is to define the scope of the solid waste services to be proposed upon in the RFP package. HF&H will:

### **Review existing service methods**

We will gain a complete understanding of current service arrangements and issues. Having recently worked with the County of Santa Barbara, we are familiar with contracting arrangements in the area. We will review the unique arrangements that the City has in place for both manual and automated residential services. Modifications to the City's residential services must be considered hand-in-hand with any changes to its residential rate structure.

### **Document recommended options for inclusion in RFP and agreement**

We will prepare a document describing potential enhancements to existing services and contract terms, and compare the current and proposed conditions. This comparison facilitates an informed discussion and decision-making process.

Ever changing legislation requires cities to continually address new solid waste issues, some of which may be addressed within a city's solid waste agreement. Just a few of these issues that cities must address, either now or in the near future, include changes to:

- Vehicle emissions limitations
- The restricted disposal of Sharps and pharmaceuticals
- The restricted disposal of an expanding list of universal and electronic wastes
- State diversion requirements
- CIWMB reporting requirements

Such issues will be considered in formulating recommended changes to the City's solid waste agreement. Additional issues particular to your City may include:

**Diversion Requirements** - Current agreements require a minimum diversion rate for Zones 1 and 2 combined. Under the new agreement, we will work with the City to determine a reasonable minimum diversion rate to be required in Zone 1 alone, requiring greater accountability from the hauler. The City has access to both food waste and construction and demolition debris diversion facilities in the region, which may facilitate the implementation of additional programs and greater diversion potential.

Rate Adjustment Method - Currently, the City passes through disposal cost increases and also provides annual rate increases equal to 65% of the change in CPI. The City may consider a weighted index that reflects changes in additional cost components, such as fuel, labor and equipment, and that automatically adjusts component weightings each year to better reflect the percentage of overall costs represented by the disposal and other cost categories.

Residential Rate Structure - Residents pay a rate based on the number of equivalent 32-gallon containers of trash and green waste. Customers may elect to have either 32-gallon refuse cans provided by the customer or rolling carts provided by the contractor. The rate is the same for either service, and includes up to 96-gallons of recycling service at no additional charge. Although manually-serviced customers must provide their own 32-gallon refuse containers, they receive the benefit of having solid waste collected from their backyard or side-yard. Customers with cart service must place containers curbside for collection. There are additional fees applied for moving residential containers 100' to 150', 150' or more feet, or on an incline.

Rates proposed for Zone 1 may be different than the current contractor rates for Zone 2. As the City performs the billing, the City may choose to pay each hauler their contracted rate, but charge customers in each area of the City the same, blended rate.

Financial Assurances - The current agreement with Allied Waste includes a performance bond requirement of \$3 million and an insurance requirement of \$5 million. We typically see performance bonds in the range of one to three months' revenue; this agreement is worth about \$8 million per year, with one to three months' revenue at \$700,000 to \$2 million. The insurance requirement is typical of solid waste collection agreements.

City Digester - The City is interested in the possibility of siting an anaerobic digester at its waste water treatment facility. The development and permitting process would be outside of the scope of a solid waste collection contracting process. A digester may not be ready to accept solid waste prior to implementation of the City's new collection agreement. However, the City can reserve the right through the new collection agreement to direct the flow of the City's waste to such a facility in the future.

#### **Present recommended services/terms to City**

HF&H will review the recommended services and agreement terms with City Staff and subsequently present them at a City Council or Sustainability Committee meeting. At this meeting, the City Council or Sustainability Committee is expected to make comments regarding outstanding issues and provide HF&H with a recommended direction to be followed in completing the RFP and agreement.

#### **Subtask 1C: Gather and Review Operating Data**

We will collect any data available regarding the current services provided. We will prepare data collection forms to assist the City and/or hauler in providing additional information in a user-friendly format. As the City provides all billing services, the City will be able to provide much of the key service data.

It has been our experience that when proposers are confident about the accuracy of operating data contained in the RFP, they propose lower rates and include fewer contingency costs. Collecting data in this manner also may uncover additional issues, such as poor reporting or service issues that we would address in the new agreement.

## **TASK 2: PREPARE AND ISSUE REQUEST FOR PROPOSALS**

### **Subtask 2A: Prepare draft RFP and agreement**

Based on the information and direction received in prior tasks, we will prepare the draft RFP, agreement, and criteria to be used in evaluating the proposals received.

### **Subtask 2B: Revise RFP and agreement once, after review by the City Attorney, other City staff and potential proposers**

We will submit the draft RFP and agreement to City staff, City Sustainability Committee, the City Attorney, and potential proposers for review. We will provide a list of potential proposers to the City. After City staff, the Sustainability Committee, and the potential proposers have reviewed the documents and provided us with their written comments, we will confer with City and make appropriate revisions once to these documents. The draft agreement is included in the RFP as an attachment. The City Attorney is requested to make any changes directly to the documents in a strike-and-replace format.

HF&H works at developing proposer interest in the City's RFP process from the beginning of the project. Seeking input on the agreement from potential proposers can not only lead to a better contract, but also assists in generating proposer interest. Some cities issuing RFPs have recently failed to receive a sufficient number of proposals. HF&H has consistently obtained for its clients multiple quality proposals in response to each RFP.

### **Subtask 2C: Attend meetings with City regarding RFP package**

If necessary after parties have reviewed the draft documents, HF&H will attend one meeting with the City Sustainability Committee, City Manager, and/or City Attorney to discuss suggested revisions.

### **Subtask 2D: Attend Council meeting to approve RFP package**

HF&H will attend one City Council meeting at which the City Council will approve the RFP and draft agreement. We recommend that contact between proposers and the City be controlled through "Process Integrity Guidelines" and will suggest methods to do so, based on City staff and City Council's desired level of interaction with proposers. We will make a presentation, if requested, and answer questions. Once the RFP and the draft agreement have been approved by the City Council, they can be distributed to potential proposers. We will provide the City with a list of potential proposers with whom we are familiar.

### **Subtask 2E: Prepare for and attend proposers' conference**

With City staff coordination, we will schedule a proposers' conference to be conducted shortly after release of the RFP. Potential proposers will have an opportunity to receive clarification of any issues and ask questions at this conference. We will also accept written requests for clarification, until a set deadline.

### **Subtask 2F: Prepare addenda**

We will prepare written responses to questions posed at the proposers' conference, or submitted in writing, and prepare any necessary addenda arising from issues posed at the proposers' conference. All questions and responses shall be made available to all proposers in attendance at the conference.

We find that proposers will often have last minute questions while finalizing their proposals a day or two before they are due. We arrange our personal schedules to ensure that we always have project staff available to answer last minute questions.

### **Subtask 2G: Development of a Proposal Evaluation Team**

The City will select a proposal evaluation team to review the proposals. The City's selection of this team may also be made earlier in the process.

## **TASK 3: REVIEW AND EVALUATE PROPOSALS**

### **Subtask 3A: Review proposals for completeness**

We will perform an initial review of each proposal submitted for compliance with the City's RFP requirements and disregard substantially incomplete proposals.

### **Subtask 3B: Evaluate complete proposals**

The specific criteria for which we evaluate the complete proposals will be developed using input received from City staff and the City Council. Based on our experience in other cities, we anticipate evaluating the proposals based on the following criteria:

- Experience of the proposers in providing the requested services in other jurisdictions, based on information contained in their proposals;
- Exceptions taken to the terms and conditions of the draft agreement;
- Proposed total compensation (rate revenue) over the term of the agreement, based on the rates included in the financial section of the proposal;
- Financial resources of the proposers, based on information in their proposals; and,
- Unique proposal features that exceed the RFP's minimum requirements.

Proposals received in each RFP process present unique issues to be evaluated. For example, our success in assisting cities in reducing rates can result in lower City fee revenue for cities that assess fees based on gross receipts. The City receives a 5% City billing fee, a 2% gross receipts fee, and a 6% utility users tax. In such instances, a "lump sum fee" increased annually by CPI may be more appropriate, or the fee percentage may need to be increase to generate historical fee levels.

### **Subtask 3C: Prepare follow-up questions for proposers**

After performing our initial review and evaluation, we will provide each proposer with our summary evaluation of the company's individual proposal in order to confirm our understanding of the information presented in the proposal.

### **Subtask 3D: Review responses and clarify unresolved issues**

We will review responses received from proposers and resolve any open issues to help ensure that proposers are satisfied with the representation of their proposals.

### **Subtask 3E: Meet with staff to discuss preliminary evaluation**

We will meet with the City's evaluation team regarding our preliminary evaluation and discuss the next steps in the evaluation process, such as selecting the proposers to be interviewed.

### **Subtask 3F: Interview proposers**

Along with the City's evaluation team, we will interview the proposers, scheduling all interviews on one day. The City may decide to interview all proposers, or interview companies with the top proposals only

### **Subtask 3G: Contact references for recommended proposer**

We will contact references provided for the proposer to be recommended to the City Council for award of the agreement. We will summarize the results of the reference checks within the evaluation report.

### **Subtask 3H: Prepare evaluation report**

All proposals receive a preliminary evaluation. A detailed evaluation is performed of the one or two proposals that appear to offer the most value for the services and costs proposed. Additionally, we will review the overall reasonableness of the operational and financial assumptions contained in the technical section of the proposals selected for detailed evaluation. After our evaluation is complete, we will provide the City with a report describing the evaluation results.

## **TASK 4: NEGOTIATE WITH TOP RANKED CONTRACTORS, AND PREPARE A NEW AGREEMENT FOR CITY COUNCIL APPROVAL**

### **Subtask 4A: Participate in negotiating session**

HF&H will participate in a negotiation session with one or more haulers. Based on our prior experience, final negotiations can usually be completed during one session per proposer, and the fee estimate includes costs for one session with one proposer. However, the City may prefer to negotiate with multiple proposers at this time, as multiple proposals may appear attractive prior to finalizing the agreement(s). Proposers are most cooperative when they are still in competition. After finalizing negotiations, we would then assist the City's evaluation team in its determination of a final selection. If the City desires to negotiate further with the final selection, we would assist in those negotiations as well.

### **Subtask 4B: Prepare revised portions of agreement**

Based upon the negotiations, we will make one set of revisions to the final agreement negotiated with each proposer and ask each proposer to sign the agreement. The City can then make a decision based on clearly defined contract terms, verses general promises often made in proposals and during negotiations. Also, at award, neither the successful nor unsuccessful proposers can debate what was or was not the final offer to the City.

#### **Subtask 4C: Attend one City Council meeting for approval of final agreement**

We will attend the City Council meeting at which the final agreement is expected to be approved.

#### **TASK 5: TRANSITION ASSISTANCE (OPTIONAL TASK)**

After award of the new solid waste collection agreement, the City and contractor will need to undertake numerous tasks in order to ensure a smooth transition. HF&H has assisted cities through this process to minimize disruption to ratepayers and to ensure programs are properly implemented in a timely manner. Services with which we can provide assistance include:

- Development and Monitoring of Detailed Transition Calendar

During the transition, it is critical that key tasks are completed by certain dates. We develop a detailed calendar and monitor all parties' compliance in meeting deadlines. Examples include dates for ordering and delivering equipment, for initial and final drafts of each public education piece to be delivered and edited, community workshops, and Proposition 218 noticing (if applicable). If a new hauler is selected, parties will need to meet and establish key transition dates for exchange of information and container delivery and removal.

- Review and Revision of All Public Education Materials

Transition materials prepared by the contractor may not be sufficient to simply and productively provide customers with the information necessary. For example, a recent RFP client of ours distributed what appeared to the city to be a well laid-out informational piece from an experienced hauler, with a return card for the selection of residential cart sizes. The mailer did not include sufficient information on certain cart selection options, and other public education efforts did not sufficiently educate residents as to their cart selection options, resulting in the hauler needing to order additional cart types and sizes after the initial roll-out, and replace numerous customers' carts at an increased expense. Another recent RFP client is having HF&H monitor and help manage the transition, in which we have assisted in revising public outreach materials to ensure their clarity and effectiveness.

- Evaluating the Reasonableness of Contractor Plans

We have guided RFP clients regarding the reasonableness of its contractor's assumptions for the time necessary to roll-out new containers and how best to coordinate a container exchange without a disruption in service to the customer.

- Conducting Public Workshops
- Attending City Council Meetings
- Assistance with Proposition 218 Notice Development and Public Hearings
- Conducting Meetings with the Contractor and City Staff
- Providing City with Customer Service Support

- Reviewing and Amending the Municipal Code for Consistency with New Agreement
- Monitoring Contractor Compliance With Agreement Terms During Transition, including remittance of applicable fees and attainment of insurance and performance surety.

These optional services are not included in the proposed scope, but can be provided on a time and materials basis.

## **COMPETITIVE PROCUREMENT SCHEDULE**

The current agreement expires on June 7, 2013, providing ample time for a thorough process and a smooth transition, including time for ordering equipment and conducting public education.

**Table 1: Competitive Procurement Schedule**

<b>Activity</b>	<b>Party</b>	<b>Target Date</b>
1. Initiate Project	City/HF&H	January 2011
2. Review existing documents, identify key service issues and meet with City staff	HF&H	February 2011
3. Define scope of services, gather operating data and tour collection area	HF&H	March 2011
4. Review City billing data and hauler operating data	HF&H	April 2011
5. Prepare preliminary RFP and draft agreement	HF&H	May/June 2011
6. Seek input from: City staff, Sustainability Committee, and City Attorney	City, HF&H	July/ August 2011
6. Seek input from potential proposers.	Potential Proposers	September 2011
7. Prepare revised RFP and draft agreement	HF&H	October 2011
8. Present RFP package to Council for approval, and distribute to proposers	City, HF&H	November 2011
9. Prepare proposals	Proposers	December 2011/ February 2012
10. Submit proposals	Proposers	March 2012
11. Evaluate proposals	City, HF&H	April/May 2012
12. Contact references and finalize evaluation	HF&H	June 2012
13. Select contractor(s) for negotiations	City	July 2012
14. Conduct negotiations and resolve exceptions to agreement	HF&H/City/ Proposer	August/September 2012
15. Present negotiated agreement to Council for approval	Council	October 2012
16. Order equipment	Contractor	November 2012
17. Outreach Campaign - Prepare and distribute educational materials, conduct informational meetings and prepare for transition	Contractor	November 2012 through May 2013
18. Initiate rollout of new service	Contractor	June 8, 2013

## **FEE ESTIMATE**

We will perform the scope of work based on time and materials. The estimated total cost to perform the workplan tasks is \$126,000, excluding the optional transition assistance in Task 5. Our actual costs could be higher or lower than this amount, depending on the complexity of the City's contracting process, the number of proposals to be evaluated, the number of negotiation sessions required, and other factors that cannot be precisely estimated in advance. The estimated level of effort by task is summarized below and hours may be shifted among tasks.

The proposed cost includes preparation of the RFP, gathering operating data, soliciting proposals, conducting a pre-proposal conference and issuing addenda, evaluating up to four proposals, and preparing and negotiating the final agreement with one proposer. The proposed cost assumes that one integrated residential and commercial RFP and collection service agreement is developed and a single set of services proposed. Should additional proposals beyond four be submitted, we estimate that the budget will increase by \$5,500 per proposal. If negotiations are conducted with more than one proposer, the additional cost shall be \$7,500 per company. Were the City to split the agreement into separate residential and commercial agreements, or if other changes are made to the scope, our fee estimate may increase. We suggest that the City approve a budget of \$152,000, with a \$26,000 contingency in the event that any of these events arise.

The proposed scope of services does not include preparing the staff report that City staff will need to prepare to transmit various action items to the City Council during the process. The proposed scope does not include public education and outreach efforts during the RFP process, which we understand will be performed by City Staff, if necessary.

The scope does not include transition assistance after award of the agreement. However, HF&H can provide these services on a time and materials basis.

We will bill you once per month, based on the number of hours worked and expenses incurred. Payment is due within 30 days of invoicing. Hourly rates through December 31, 2011 for professional and administrative personnel are listed below. Rates will adjust each January 1 by approximately 3%.

<b><u>Position</u></b>	<b><u>Rate</u></b>
President and Senior Vice President & Vice President	\$249
Senior Manager/Senior Project Manager	\$210 - \$225
Director	\$210
Manager	\$205
Senior Associate	\$165 - \$185
Associate Analyst	\$125 - \$145
Assistant Analyst	\$100 - \$115
Administrative Staff	\$90
Intern	\$45

Expenses will be billed as follows:

Mileage	Prevailing IRS mileage rate
Document Reproduction	\$0.15 per page (black & white)
	\$0.75 cents per page (color)
Outside document reproduction/couriers/postage	Actual
Public conveyances and parking	Actual
All other out-of-pocket expenses	Actual

In most of the competitive procurements we have conducted for other cities, the successful contractor is required to reimburse the City for its consulting costs. Based on the City's estimate that the existing hauler agreement is worth approximately \$8 million annually, the total value over 10 years would be \$80 million at current rates. Our fees are less than two-tenths of 1%.

### WORKPLAN

TASK DESCRIPTION	Sr. Vice President	Manager	Senior Associate	Total Hours
<b>1. Determine City's Collection Needs &amp; Prepare Contracting Strategy</b>				
A. Initiate Project				
1 Review existing documents and prepare for kickoff meeting	6	12	0	18
2 Meet with City staff (meeting #1)	8	8	0	16
3 Prepare Project Plan and analysis of current agreement	2	6	2	10
B. Define Scope of Services and Confirm with City				
1 Review existing service methods	8	8	0	16
2 Document recommended options for inclusion in RFP and agreement	4	8	4	16
3 Present recommended services/terms to City (meeting #2)	10	10	0	20
C. Gather and Review Operating Data	8	16	24	48
<b>Subtotal: Task 1 Hours</b>	<b>46</b>	<b>68</b>	<b>30</b>	<b>144</b>
<b>2. Prepare and Issue Request for Proposals</b>				
A. Prepare draft RFP and agreement	12	46	32	90
B. Revise RFP and documents once after review by City Attorney, other City staff, and potential proposers	8	16	0	24
C. Attend Council meeting to approve RFP package (meeting #3)	10	10	0	20
D. Prepare for and attend proposers' conference (meeting #4)	8	8	0	16
E. Prepare addenda	4	12	2	18
<b>Subtotal: Task 2 Hours</b>	<b>42</b>	<b>92</b>	<b>34</b>	<b>168</b>
<b>3. Review and Evaluate Proposals</b>				
A. Review proposals for completeness	1	4	0	5
B. Evaluate complete proposals (maximum of four)	16	40	24	80
C. Prepare follow-up questions for proposers	4	8	4	16
D. Review responses and clarify unresolved issues	4	8	0	12
E. Meet with City staff to discuss preliminary evaluation (meeting #5)	8	8	0	16
F. Interview proposers (meeting #6)	12	12	0	24
G. Contact references for recommended contractor	1	4	6	11
H. Prepare evaluation report	12	24	12	48
<b>Subtotal: Task 3 Hours</b>	<b>58</b>	<b>108</b>	<b>46</b>	<b>212</b>
<b>4. Negotiate Final Agreement and Prepare a New Agreement</b>				
A. Participate in one negotiating session (meeting #7)	8	8	0	16
B. Prepare revised portions of agreement	8	16	0	24
C. Attend Council meeting for approval of final agreement (meeting #8)	10	10	0	20
<b>Subtotal: Task 4 Hours</b>	<b>26</b>	<b>34</b>	<b>0</b>	<b>60</b>
<b>Manage Project and Prepare Workpapers - Task Hours</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>6</b>
<b>Total Hours</b>	<b>176</b>	<b>304</b>	<b>110</b>	<b>590</b>
<b>Hourly Rate</b>	<b>\$ 249</b>	<b>\$ 205</b>	<b>\$ 165</b>	
<b>Subtotal</b>	<b>\$ 43,824</b>	<b>\$ 62,320</b>	<b>\$ 18,150</b>	<b>\$ 124,294</b>
<b>Expenses</b>				<b>\$ 1,706</b>
<b>Total Fees and Expenses</b>				<b>\$ 126,000</b>



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** City Clerk's Office, Administrative Services Department  
**SUBJECT:** Interviews For City Advisory Groups

**RECOMMENDATION:**

That Council hold interviews of applicants to various City Advisory Groups.

**DISCUSSION:**

Interviews of applicants for various positions on City Advisory Groups are to be held on November 9, 2010, at 4:00 p.m. Applicants will also have the option to be interviewed on November 16, 2010, at 6:00 p.m. and November 23, 2010, at 4:00 p.m.

For the current vacancies, 68 individuals submitted 81 applications. A list of eligible applicants and pertinent information about the City Advisory Groups is attached to this report.

Applicants have been notified that to be considered for appointment, they must be interviewed. Applicants have been requested to prepare a 2-3 minute verbal presentation in response to a set of questions specific to the group for which they are applying.

Appointments are scheduled to take place on December 7, 2010.

**ATTACHMENT:** List of Applicants  
**PREPARED BY:** Cynthia M. Rodriguez, CMC, City Clerk Services Manager  
**SUBMITTED BY:** Marcelo A. López, Assistant City Administrator/Administrative Services Director  
**APPROVED BY:** City Administrator's Office

**ACCESS ADVISORY COMMITTEE**

- Three vacancies.
- Term expires 12/31/2013.
- Residents of the City or a full-time employees of an entity doing business within the City who demonstrate an interest, experience, and commitment to issues pertaining to disability and access and who represent the public at large.
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Public at large (3)</i>	Robert Burnham			
	Karen L. Johnson	12/16/2008 (2 years)		
	Adelaida Ortega	12/16/2008 (2 years)		
	Scott Smigel			
	Victor Suhr	12/16/2008 (2 years)		

## AIRPORT COMMISSION

- Three vacancies.
- Terms expire 12/31/2014.
- One qualified elector of the City; and  
Two qualified electors of the City or residents of the County of Santa Barbara.
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector of the City (1)</i></b>	Kirk A. Martin	7/11/06, and 12/19/06 (4 years, 5 months)		
	Bruce A. Miller	7/11/06, and 12/19/06 (4 years, 5 months)		
<b><i>Qualified Electors of the City or residents of the County (2)</i></b>	Patricia L. Griffin	12/17/02, and 12/19/06 (8 years)		County
	Karen M. Kahn			County

## ARCHITECTURAL BOARD OF REVIEW

- Two vacancies.
- One term expires 12/31/2012; and  
One term expires 12/31/2014.
- Qualified electors of the City or a registered voter within the County of Santa Barbara:
  - One appointee who possesses professional experience in related fields including, but not limited to, landscape architecture, building design, structural engineering or industrial design; and
  - One appointee who is a licensed architect, who possesses professional experience in related fields including, but not limited to, landscape architecture, building design, structural engineering or industrial design, or who represents the public at large.
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Professional Qualifications (1)</i>	Chris Gilliland	6/29/10 (6 months)		Landscape Architect; County
<i>Licensed Architect, Professional Qualifications, Public at Large (1)</i>	Robert Burke		1) Planning Commission 2) RHMTF 3) ABR	Public at Large; Qualified Elector
	Travis B. Colburn			Architect; Qualified Elector
	Kellam de Forest		1) ABR 2) HLC	Public at Large; County

(Cont'd)

**ARCHITECTURAL BOARD OF REVIEW (CONTD)**

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Licensed Architect, Professional Qualifications, Public at Large (Cont'd)</i>	Leeanne French		1) ABR 2) Planning Commission 3) Creeks Advisory Committee	Public at Large, Qualified Elector
	Kirk B. Gradin			Architect, Qualified Elector
	Paul R. Zink	3/6/07 (3 years, 9 months)		Architect; Qualified Elector

## ARTS ADVISORY COMMITTEE

- One vacancy.
- Term expires 12/31/2013.
- Qualified elector of the City with acknowledged accomplishments in the arts and who demonstrates an interest in and commitment to cultural and arts activities.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector (1)</i></b>	Robert F. Adams			Current Historic Landmarks Commissioner; term expires 12/31/10
	Jacqueline Kronberg		1) Arts Advisory Committee 2) Community Events & Festivals Committee	
	Nathan Vonk			

**CENTRAL COAST COMMISSION FOR SENIOR CITIZENS**

- One vacancy.
- Term expires 6/30/2011.
- Resident of the City.
- Appointee may not hold any full-time paid office or employment in City government.

<b>CATEGORY (Number of Vacancies)</b>	<b>APPLICANT</b>	<b>Incumbent Appt. Dates (Years Served)</b>	<b>Applicant's Preference (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)</b>	<b>Notes</b>
<i>Resident of the City (1)</i>	None			

### CIVIL SERVICE COMMISSION

- One vacancy.
- Term expires 12/31/2014.
- Qualified elector of the City.
- Appointee may not hold any full-time paid office or employment in City government and, for 1 year after ceasing to be a member, may not be eligible for any salaried office or employment with the City.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector (1)</i></b>	Gabe Dominocielo		1) Water Commission 2) Civil Service Commission	Current member on the Living Wage Advisory Committee; term expires 6/30/14
	Nancy Miller	7/3/07 (3 years, 5 months)		

**COMMUNITY DEVELOPMENT AND HUMAN SERVICES COMMITTEE**

- Five vacancies.
- Two terms expire 12/31/2013; and  
Three terms expire 12/31/2014.
- Residents or employees within the City but need not be qualified electors of the City. One representative from each:
  - African American Community
  - Housing Interests
  - Human Services Agencies
  - Latino Community
  - Westside Neighborhood (Census Tract Nos. 10, 11.01 and 11.02)
- Appointees may not hold any full-time paid office or employment in City government.

<b>CATEGORY (Number of Vacancies)</b>	<b>APPLICANT</b>	<b>Incumbent Appt. Dates (Years Served)</b>	<b>Applicant's Preference (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)</b>	<b>Notes</b>
<b><i>African American Community (1)</i></b>	Brenda Collins Powell			
<b><i>Housing Interests(1)</i></b>	Steven Attewell		1) Living Wage Advisory Committee 2) CD&HS Committee	
	Crystal Marie Hernandez			Also eligible for Human Services Agencies category
<b><i>Human Services Agencies (1)</i></b>	Jennifer Griffin			

(Cont'd)

**COMMUNITY DEVELOPMENT AND HUMAN SERVICES COMMITTEE (CONT'D)**

<b>CATEGORY (Number of Vacancies)</b>	<b>APPLICANT</b>	<b>Incumbent Appt. Dates (Years Served)</b>	<b>Applicant's Preference (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)</b>	<b>Notes</b>
<b><i>Latino Community (1)</i></b>	Yesenia Curiel	6/30/09 (1 year, 6 months)		
	Andrew Raúl Gil		1) CD&HS Committee 2) Parks and Recreation	
<b><i>Westside Neighborhood (1)</i></b>	Josephine Torres	12/18/07 (3 years)		

## COMMUNITY EVENTS & FESTIVALS COMMITTEE

- Three vacancies.
- Terms expire 12/31/2014.
- One representative of the Cultural Arts; and  
Two residents of the City who represent the public at large (one of whom shall not represent any specific group).
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Cultural Arts (1)</i></b>	Roger Perry	7/11/06, and 12/19/06 (4 years, 5 months)		
<b><i>Public at Large (2)</i></b>	Rebekah Altman	12/19/06 (4 years)		
	Jacqueline Kronberg		1) Arts Advisory Committee 2) Community Events & Festivals Committee	

## CREEKS ADVISORY COMMITTEE

- Four vacancies.
- One term expires 12/31/2011; and  
Three terms expire December 31, 2014.
- Two appointees must be residents of the City and two appointees may be residents of the City or the County:
  - One appointee with experience in environmental/land use issues (e.g., land use planning, environmental/natural resource protection/preservation, habitat restoration, water specialist, biologist, or hydrologist, etc.); and
  - Three appointees with some experience in ocean use, business, environmental issues, and/or provide community at large representation.
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Environmental/Land Use Expertise (1)</i></b>	Leeanne French		1) ABR 2) Planning Commission 3) Creeks Advisory Committee	City
	Danielle De Smeth			City
	Else Eleonora Wolff			County
<b><i>Experience in ocean use, business, or environmental issues, and/or represents the community at large (3)</i></b>	Darlene M. "Brandy" Bartosh			City
	Thomas L. Williams, Jr.		1) Creeks Advisory Committee 2) Harbor Commission	City

## DOWNTOWN PARKING COMMITTEE

- One vacancy.
- Term expires 12/31/2013.
- Resident of the City or the County of Santa Barbara who demonstrates an interest and knowledge of downtown parking issues.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Resident of the City or the County (1)</i>	None			

## FIRE AND POLICE COMMISSION

- One vacancy.
- Term expires 12/31/2014.
- Qualified elector of the City.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Qualified Elector (1)</i>	Joe Rodriguez	2/14/95, 3/2/99, 12/17/02, 12/19/06 (15 years, 10 months)		

## FIRE AND POLICE PENSION COMMISSION

- Four vacancies.
- One term expires 12/31/2012;  
One term expires 12/31/2013; and  
Two terms expire 12/31/2014.
- One active or retired police officer who need not be a resident or qualified elector of the City; and  
Three qualified electors of the City who are not active firefighters or active police officers for the City of Santa Barbara.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Active/Retired Police Officer (1)</i></b>	None			
<b><i>Qualified Electors (3)</i></b>	Scott J. Tracy	12/16/08 (2 years)		

## HARBOR COMMISSION

- One vacancy.
- Term expires 12/31/2014.
- Qualified elector of the City.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector (1)</i></b>	Michael Colin			
	Betsy Cramer	3/6/07 (3 years, 9 months)		
	Thomas L. Williams, Jr.		1) Creeks Advisory Committee 2) Harbor Commission	

## HISTORIC LANDMARKS COMMISSION

- Three vacancies.
- Terms expire 12/31/2014.
- One qualified elector of the City who is a licensed architect/licensed landscape architect/professional architectural historian or who represents the public at large; and  
Two qualified electors of the City or residents of the County who are licensed architects/licensed landscape architects/professional architectural historians or who represent the public at large.
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified elector of the City who is a licensed Architect, licensed Landscape Architect, Professional Architectural Historian or who represents the public at large (1)</i></b>	Brian Hofer			Architect – Qualified Elector
	Judith Dodge Orias			Public at Large – Qualified Elector
	Michael Patrick Porter			Architect – Qualified Elector
	David Pritchett		1) Planning Commission 2) TCC 3) HLC	Public at Large – Qualified Elector

(Cont'd)

**HISTORIC LANDMARKS COMMISSION (CONT'D)**

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified elector of the City or resident of the County who is a licensed Architect, licensed Landscape Architect, Professional Architectural Historian or who represents the public at large (2)</i></b>	Kellam de Forest		1) ABR 2) HLC	Public at Large – County
	William (Bill) LaVoie			Architect – County
	Donald G. Sharpe	12/19/06 (4 years)		Architect – County

## LIBRARY BOARD

- One vacancy.
- Term expires 12/31/2014.
- Qualified elector of the City.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector (1)</i></b>	Eric Friedman	6/28/05, 12/19/06 (5 years, 6 months)		
	Krista Pleiser			

## LIVING WAGE ADVISORY COMMITTEE

- Four vacancies.
- Two terms expire 6/30/2012;  
One term expires 6/30/2013; and  
One term expires 6/30/2014.
- One representative from each:
  - Local Living Wage Advocacy Organization
  - Non-Profit Entity
  - Qualified elector of the City who represents the public at large
  - Santa Barbara Chamber of Commerce or Santa Barbara Downtown Organization
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Local Living Wage Advocacy Organization (1)</i>	None			
<i>Non-Profit Entity (1)</i>	Joey Corazza			Also eligible for Qualified Elector category
	Anna M. Kokotovic	7/11/06 (4 years, 5 months)		County

(Cont'd)

**LIVING WAGE ADVISORY COMMITTEE (CONT'D)**

<b>CATEGORY (Number of Vacancies)</b>	<b>APPLICANT</b>	<b>Incumbent Appt. Dates (Years Served)</b>	<b>Applicant's Preference (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)</b>	<b>Notes</b>
<b><i>Qualified Elector (1)</i></b>	Steven Attewell		1) Living Wage Advisory Committee 2) CD&HS Committee	
	David Langan			
	Larry C. Lee	7/11/06 (4 years, 5 months)		
<b><i>Santa Barbara Chamber of Commerce (1)</i></b>	John N. Goodman			

## MEASURE P COMMITTEE

- Six vacancies.
- One term expires 12/31/2011;  
Two terms expire 12/31/2012;  
One term expires 12/31/2013; and  
Two terms expire 12/31/2014.
- Two residents of the City; and  
One representative each:
  - Civil liberties advocate
  - Criminal defense attorney
  - Drug abuse, treatment & prevention counselor
  - Medical Professional
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Civil Liberties Advocate (1)</i>	None			
<i>Criminal Defense Attorney (1)</i>	None			
<i>Drug abuse, treatment &amp; prevention counselor (1)</i>	None			
<i>Medical Professional (1)</i>	None			
<i>Residents of the City (2)</i>	None			

**MOSQUITO & VECTOR MANAGEMENT DISTRICT BOARD**

- One vacancy.
- Term expires 1/7/2013.
- Registered voter of the City of Santa Barbara.
- Appointee may not hold any full-time paid office or employment in City government.

<b>CATEGORY (Number of Vacancies)</b>	<b>APPLICANT</b>	<b>Incumbent Appt. Dates (Years Served)</b>	<b>Applicant's Preference (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>)</b>	<b>Notes</b>
<i>Registered voter of the City (1)</i>	David Pritchett	12/16/08 (2 years)		

## PARKS AND RECREATION COMMISSION

- One vacancy.
- Term expires 12/31/2014.
- Qualified elector of the City or a resident of the City and a citizen of the United States who is 16 years of age or older.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector (1)</i></b>	Andrew Raúl Gil		1) CD&HS Committee 2) Parks and Recreation	
	Beebe Longstreet	2/14/95, 3/2/99, 1/14/03, and 12/19/06 (15 years, 10 months)		
	Marcus Lopez			
	Joshua Weldon Pemberton			
	Olivia Uribe			

## PLANNING COMMISSION

- One vacancy.
- Term expires 12/31/2014.
- Qualified elector of the City.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector (1)</i></b>	Bruce Bartlett	12/19/06 (4 years)		
	Robert Burke		1) Planning Commission 2) RHMTF 3) ABR	
	Leanne French		1) ABR 2) Planning Commission 3) Creeks Advisory Committee	
	David Pritchett		1) Planning Commission 2) TCC 3) HLC	

## RENTAL HOUSING MEDIATION TASK FORCE

- Eight vacancies.
- One term expires 12/31/2011;  
One term expires 12/31/12;  
One term expires 12/31/13; and  
Five terms expire 12/31/2014.
- Five appointees must be residents of the City:
  - One homeowner
  - Four landlords
  - Three tenants

Note: Non-resident members must be owners of residential rental property within the City limits or affiliated with organizations concerned with landlord-tenant issues within the City limits.

- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b>Homeowner (1)</b>	Leesa Beck			County
	Bruce Wollenberg	12/19/06 (4 years)		City
<b>Landlords (4)</b>	Marshall K. Sherrill	2/26/02, and 12/13/05 (8 years, 10 months)		City
	Scott Wexler	7/1/08 (2 years, 6 months)		City
<b>Tenant (3)</b>	Robert Burke		1) Planning Commission 2) RHMTF 3) ABR	City

## SIGN COMMITTEE

- Two vacancies.
- Terms expire 12/31/2014.
- Residents of the City who represent the public at large.
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Residents of the City</i> (2)	Natalie Cope	12/7/04, and 12/19/06 (6 years)		
	Bob Cunningham	12/19/06 (4 years)		

### SISTER CITIES BOARD

- One vacancy.
- Term expires 12/31/2014.
- Resident of the City or adjoining areas of the County of Santa Barbara.
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<i>Resident of the City or adjoining areas of the County (1)</i>	Takako Wakita	2/14/95, 3/2/99, 12/17/02, and 12/19/06 (15 years, 10 months)		County

## TRANSPORTATION & CIRCULATION COMMITTEE

- Four vacancies.
- Terms expire 12/31/2014.
- Two appointees must be qualified electors of the City; and  
Two appointees may be qualified electors of the City or residents of the County of Santa Barbara.
- Appointees may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Electors (2)</i></b>	Hillary Blackerby	6/30/09 (1 year, 6 months)		
	Cynthia Boche			
	Keith Coffman-Grey	12/17/02, and 12/19/06 (8 years)		
	Susan Horne			
	David Pritchett	12/19/06 (4 years)	1) Planning Commission 2) TCC 3) HLC	
<b><i>Qualified Electors or Residents of the County (2)</i></b>	None			

## WATER COMMISSION

- One vacancy.
- Term expires 12/31/2014.
- Qualified elector of the City:
- Appointee may not hold any full-time paid office or employment in City government.

CATEGORY (Number of Vacancies)	APPLICANT	Incumbent Appt. Dates (Years Served)	Applicant's Preference (1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> )	Notes
<b><i>Qualified Elector (1)</i></b>	Gabe Dominocielo		1) Water Commission 2) Civil Service Commission	Current member on the Living Wage Advisory Committee; term expires 6/30/14
	James A. Smith	3/2/99, 12/17/02, and 12/19/06 (11 years, 9 months)		



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** Risk Management Division, Finance Department  
**SUBJECT:** Conference With Legal Counsel – Pending Litigation

**RECOMMENDATION:**

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: ***City of Santa Barbara v. Mark C. Johnston Construction.***

Scheduling: Duration, 10 minutes; anytime  
Report: None anticipated

**PREPARED BY:** Mark W. Howard, Interim Risk Manager  
**SUBMITTED BY:** Robert Samario, Finance Director  
**APPROVED BY:** City Administrator's Office



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** Risk Management Division, Finance Department  
**SUBJECT:** Conference With Legal Counsel – Pending Litigation

**RECOMMENDATION:**

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: ***Steven Robles v. Sandra Spiller.***

Scheduling: Duration, 10 minutes; anytime  
Report: None anticipated

**PREPARED BY:** Mark W. Howard, Interim Risk Manager  
**SUBMITTED BY:** Robert Samario, Finance Director  
**APPROVED BY:** City Administrator's Office



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** Risk Management Division, Finance Department  
**SUBJECT:** Conference With Legal Counsel – Pending Litigation

**RECOMMENDATION:**

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed. Pending litigation considered is: ***Janet Christine Neuhauser v. City of Santa Barbara.***

Scheduling: Duration, 10 minutes; anytime  
Report: None anticipated

**PREPARED BY:** Mark W. Howard, Interim Risk Manager  
**SUBMITTED BY:** Robert Samario, Finance Director  
**APPROVED BY:** City Administrator's Office



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** City Attorney's Office  
**SUBJECT:** Conference With Legal Counsel – Pending Litigation

### **RECOMMENDATION:**

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is *The Green Light Dispensary, Inc. A California Non-Profit Mutual Benefit Corporation v. City of Santa Barbara, USDC Case No. CV 10-7203 PA (VBKx)*

### **SCHEDULING:**

Duration: 15 minutes - Anytime

### **REPORT:**

None anticipated

**SUBMITTED BY:** Stephen P. Wiley, City Attorney

**APPROVED BY:** City Administrator's Office



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 23, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** City Attorney's Office  
**SUBJECT:** Conference With Legal Counsel – Pending Litigation

### RECOMMENDATION:

That Council hold a closed session to consider pending litigation pursuant to subsection (a) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is *Santa Barbara Patients' Collective Health Cooperative v. City of Santa Barbara, et al. USDC Case No. CV10-6534 DDP(RCx)*

### SCHEDULING:

Duration: 15 minutes - Anytime

### REPORT:

None anticipated

**SUBMITTED BY:** Stephen P. Wiley, City Attorney

**APPROVED BY:** City Administrator's Office



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** November 16, 2010  
**TO:** Mayor and Councilmembers  
**FROM:** Planning Division, Community Development Department  
**SUBJECT:** *Plan Santa Barbara* General Plan Update

**RECOMMENDATION:** That Council:

- A. Continue Council discussion and deliberations concerning the Plan Santa Barbara General Plan update; and
- B. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Adopting the 2010 General Plan Update and Making Environmental Findings Pursuant to the California Environmental Quality Act.

**DISCUSSION:**

On October 26 and 27, 2010, the City Council held a public hearing on the 2010 General Plan Update. Several key issues were discussed, and general agreement on non-residential square foot limits and circulation policies was achieved through straw votes of the City Council. Remaining unresolved issues were continued to the November 16, 2010 Council meeting for additional discussion and possible action.

**Proposed Map Changes**

At the end of the October 27<sup>th</sup> meeting, Council created a three-member ad hoc subcommittee, composed of Councilmembers Francisco, Hotchkiss, and Williams to discuss potential changes to the location of the High Density designations on the General Plan Map, and the Rental/Employer Housing Overlay map boundary. On November 3, 2010 the ad hoc subcommittee met to discuss the proposed General Plan map and related densities. The recommended change that resulted from that meeting is illustrated on the attached map. Another subcommittee meeting is scheduled for November 11, 2010, to continue the discussion. See Attachment 1.

**Final EIR Addendum**

A draft addendum to the certified Final Environmental Impact Report (FEIR) has been prepared to document and to analyze (from an environmental standpoint) the anticipated Council changes to the General Plan Update, which are expected to be within the range of policy options and impacts studied in the EIR. The California Environmental Quality Act (CEQA) Guidelines provide that an addendum need not be circulated for review but is attached to the FEIR. The Council considers the certified FEIR together with the Addendum in making a decision on the project. See Attachment 2.

**Draft Resolution for Plan Adoption**

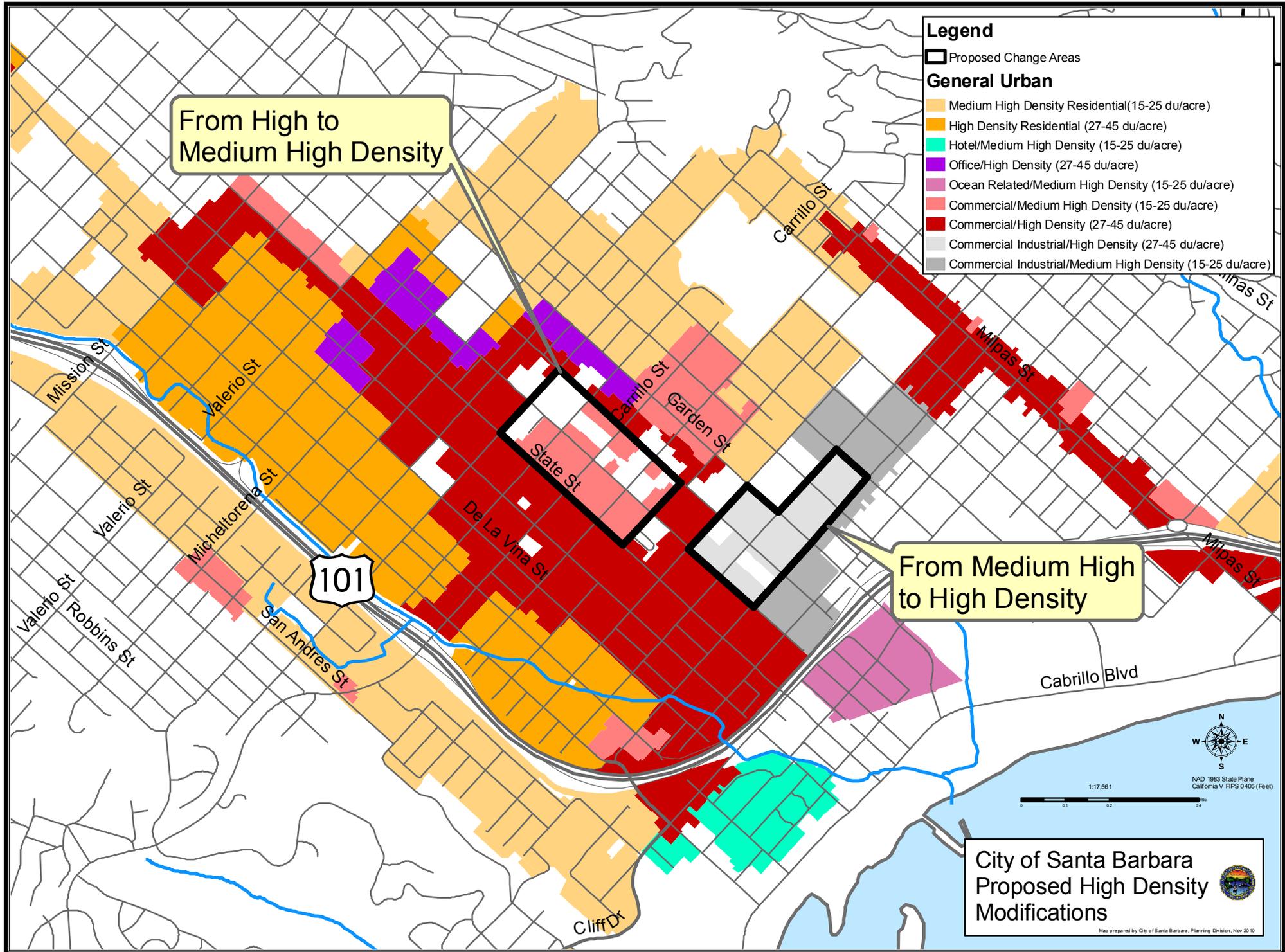
Based on Council direction of October 27, 2010, staff has prepared a draft Resolution for adoption of the final General Plan Update, which reflects policy and format amendments discussed by Council, as well as the required environmental findings per CEQA. If the City Council is prepared to act at the conclusion of Council deliberations, then the Resolution, with final Council refinements to the Plan integrated into it, should be adopted. Under Charter Section 1507, the adoption of this Resolution requires five affirmative Council votes.

**ATTACHMENTS:** 1. High Density Map  
2. Final EIR Draft Addendum

**PREPARED BY:** John Ledbetter, Principal Planner

**SUBMITTED BY:** Paul Casey, Assistant City Administrator/Community Development Director

**APPROVED BY:** City Administrator's Office



From High to  
Medium High Density

From Medium High  
to High Density

- Legend**
- ◻ Proposed Change Areas
  - General Urban**
  - Medium High Density Residential (15-25 du/acre)
  - High Density Residential (27-45 du/acre)
  - Hotel/Medium High Density (15-25 du/acre)
  - Office/High Density (27-45 du/acre)
  - Ocean Related/Medium High Density (15-25 du/acre)
  - Commercial/Medium High Density (15-25 du/acre)
  - Commercial/High Density (27-45 du/acre)
  - Commercial Industrial/High Density (27-45 du/acre)
  - Commercial Industrial/Medium High Density (15-25 du/acre)

City of Santa Barbara  
Proposed High Density  
Modifications



Map prepared by City of Santa Barbara, Planning Division, Nov 2010



*D R A F T*

**ADDENDUM**

**TO CERTIFIED FINAL ENVIRONMENTAL IMPACT REPORT  
FOR THE *PLAN SANTA BARBARA* GENERAL PLAN UPDATE  
State Clearinghouse (SCH) #2009011031**

**November 10, 2010**

This addendum to the Certified Final EIR (FEIR) for the *Plan Santa Barbara* General Plan Update documents final changes to the General Plan Update made by City Council and associated changes to project impacts, which fall within the range of policy options, growth scenarios, and impacts studied in the FEIR, and do not raise new environmental issues.

**ADDENDUM PROCEDURES**

This FEIR addendum is prepared in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15164 *Addendum to an EIR*, which provides that an addendum to a certified final environmental impact report may be prepared to identify minor changes or additions to the environmental document for the current project description.

The Guidelines provide that an addendum need not be circulated for public review but is attached to the FEIR. The decision-making body considers the addendum together with the Certified FEIR in making a decision on the project.

**SUMMARY OF CERTIFIED FEIR FOR THE GENERAL PLAN UPDATE**

The FEIR evaluates potential environmental effects from citywide development under draft General Plan Update policies over the twenty-year Plan horizon to the year 2030. A comparative impact analysis was also included in the FEIR to examine a range of alternative growth scenarios and development policy options.

**Class 1 Impacts:** The FEIR analysis concludes that even with identified mitigation measures, unavoidable significant impacts associated with traffic congestion and increased greenhouse gas generation would occur by 2030 under the project scenario and under all the alternatives studied.

**Class 2 Impacts:** The FEIR concludes that, with application of identified mitigation measures, potentially significant effects would be reduced to less than significant levels under the project scenario and all alternatives for air quality (highway diesel exhaust), biological resources (native upland, creek/riparian, and coastal habitats and species), geological conditions (coastal bluff retreat), hazardous materials (adequate collection facility capacity), heritage resources (historic resources), hydrology and water quality (sea level rise), noise (highway noise), open space and visual resources (open space), and solid waste management (adequate management facility capacity).

**Class 3 Impacts:** Other potential impacts were found by the FEIR to be less than significant under the project scenario and under all alternatives, due to already existing City policies and programs together

with updated policies and programs in the Plan. These include other impacts associated with air quality, biological resources, geological conditions, hazards, heritage resources, hydrology and water quality; noise; open space and visual resources; public services; water supply and other public utilities, energy issues, climate change, jobs/housing balance issues; and socioeconomic issues.

The *Plan Santa Barbara* Draft EIR was circulated for public review and comment (March-May 2010), a public comment hearing was held, and written responses to comments provided in the FEIR. The City of Santa Barbara Planning Commission certified the FEIR for the *Plan Santa Barbara* General Plan Update [Resolution 013-010, September 30, 2010].

## **CURRENT PROJECT DESCRIPTION: FINAL GENERAL PLAN UPDATE (GPU)**

The final General Plan Update policies largely reflect the policies analyzed as the “Hybrid Alternative” in the FEIR, which blends policy components from the original Project, the Lower Growth Alternative, and the Additional Housing Alternative, and incorporates most of the EIR Mitigation Measures, with the following additional policy adjustments to the final GPU:

### **Non-Residential Growth**

Policy LG2 would limit net new non-residential growth to 1.35 million square feet over the next twenty years for defined allocation categories of small additions, vacant land, and community benefit projects (the latter including economic development projects). Exclusions from allocation categories would include minor additions, pending and approved projects, government facilities, replacement of previously existing demolished square footage, and annexations, which for purposes of environmental review are together estimated to involve up to 0.5 million additional square feet to the year 2030.

### **Residential Development**

- General Plan Map – Location of High and Medium Density Designations: The land use designations on the September 2010 General Plan Map are modified as follows (see Attachment A- Final General Plan Map Adjustments):
  - The eight-block area of Downtown bounded by State, Anapamu, Santa Barbara, and De La Guerra Streets, which contains a substantial number of historic resources, will be designated for Medium Density rather than High Density incentive.
  - The six-block commercial area comprised of the four blocks between Haley and Cota Streets from Anacapa to Olive Streets, and the two blocks between Cota and Ortega Streets from Anacapa to Garden Streets will be designated for High Density incentive rather than Medium Density.

### ***[Placeholders – to add any other Council policy refinements as needed]***

- Average Unit Density Incentives (GPU p. 60-61, and Policy LG6.1)
  - *Density Ranges: High Density (27-45 dwelling units/acre) and Medium High Density (15-25 du/acre)*
- Rental and employer-provided housing incentives (Policies LG5.1, H11.2)
  - *Overlay Map locations:*
  - *Density incentive: (50%)*

## **CHANGES IN ENVIRONMENTAL CIRCUMSTANCES**

There have been no changes in existing citywide environmental conditions or applicable regulations affecting this programmatic impact analysis since preparation of the FEIR for the General Plan Update.

## FINAL PROJECT IMPACTS AND MITIGATIONS

Environmental impacts under the final General Plan Update policies would be similar to those identified by the FEIR for the Hybrid Alternative, with minor changes described below in this addendum. No changes from impact classifications identified in the FEIR would result from final GPU policy refinements.

As with the Hybrid Alternative, most of the measures to reduce potentially significant impacts as identified and considered in the FEIR were incorporated into the final General Plan Update policies and programs to address traffic congestion; greenhouse gas generation; highway diesel exhaust; upland, creek/riparian, and coastal habitats and species; coastal bluff retreat; hazardous materials collection facility capacity; historic resources; sea level rise; highway noise; open space; solid waste management facility capacity, and jobs/housing balance. The final GPU does not incorporate FEIR Mitigation Measure Trans-2 for expanded programs for Transportation Demand Management (TDM), alternative travel modes, and parking pricing.

**Transportation** – Similar to the Hybrid Alternative, the final GPU Circulation Element policies identify the slate of TDM strategies for future consideration but do not specify implementation level or timing, and no traffic mitigation credit is therefore appropriate for purposes of EIR analysis. The level of TDM implementation is the factor that has the most effect on traffic impact levels, and the final GPU policy is the same as the policy evaluated for the Hybrid Alternative.

The final GPU includes a growth limitation policy of 1.35 million additional square feet of non-residential development for specified categories, which is 0.35 million SF more than assumed for the Hybrid Alternative analysis. Because employment generates peak-hour vehicle traffic, traffic congestion impacts would be slightly greater for the final GPU than under the Hybrid Alternative.

The FEIR identifies 13 City intersections as presently considered impacted during peak-hour traffic, and traffic impacts of the original Project are projected at 20 intersections, while the Hybrid project impacts are identified as within the range of 20-26 intersections. The number of impacted intersections under the final GPU would be slightly greater than under the Hybrid Alternative due to the additional non-residential growth potential, but would remain within the range identified for the Hybrid Alternative of 20-26 intersections. The final GPU traffic congestion impact remains ***significant (Class 1)*** for those intersections not subject to feasible mitigation with Mitigation Trans-1 for roadway and signal improvements.

**Climate Change** – The FEIR estimates existing citywide greenhouse gas generation at 1.358 million metric tons/year of carbon dioxide (Co2) equivalents, the impact of the original Project at 1.574 million metric tons/year, and the Hybrid Alternative at 1.571 million metric tons/year. Final GPU impacts associated with greenhouse gas generation would be slightly greater than under the Hybrid Alternative due to increased transportation fuel consumption and energy use in buildings associated with the greater non-residential growth figure. Citywide greenhouse gas emissions under the final GPU are estimated at approximately 1.571 million metric tons of carbon dioxide (CO2) equivalents, which is 1% greater than under the Hybrid Alternative. The differences among greenhouse gas emission estimates for the original Project, Hybrid Alternative, and final GPU are well within the margin of error for these calculations. The projected increase in greenhouse gas generation under the final GPU would continue to exceed State objectives for reduction in greenhouse gas generation, and the impact would remain ***significant (Class 1)***.

**Water Supply** – Water demand under the final GPU is estimated to increase by up to 241 acre-feet per year (AFY) for additional non-residential uses and 531 AFY for residential uses, for a total increase of up to 772 AFY by the year 2030. Existing demand of 14,000 AFY (including 10% drought buffer) together

with the 772 AFY increase in demand would result in estimated total future water demand of 14,772 AFY by the year 2030. This increase in water demand would be slightly less than under the original Project scenario (increase of 791 AFY and total future demand of 14,791 AFY), and slightly greater than under the Hybrid Alternative (increase of 726 AFY and total future demand of 14,726). The future demand under the final GPU would remain well within the identified average supply level of 15,358 AFY, leaving an estimated 586 AFY over and above the City's required 10% drought buffer. The impact remains *less than significant (Class 3)*.

**Noise** – With somewhat greater traffic impacts than the Hybrid Alternative and no application of the robust TDM mitigation, highway-related noise impacts of the final GPU on existing residential uses would be potentially greater than under the original Project, and similar or slightly greater than under the Hybrid Alternative. Mitigation Measure Noise-1 would continue to apply to the final GPU to monitor noise changes and implement measures as needed such as building retrofits, vegetation, and barriers. The final GPU highway noise impact would remain *less than significant with mitigation (Class 2)*.

**Historic Resources** - The FEIR analysis found impacts of the original Project to be less than significant with incorporation of additional policy protections for historic resources, such as buffer provisions and additional district protections. The Hybrid Alternative assumed incorporation of these additional policy protections and also reduced the area for higher density residential development in the Downtown. The final GPU also incorporates the additional buffer and district policy protections and reduction of areas with higher density incentives. Impacts of the final GPU on historic resources would be similar or slightly less than under the Project or Hybrid Alternatives, and would remain *less than significant (Class 2)*

**Open Space and Visual Resources** – With similar policy provisions, potential impacts of the final GPU on gradual loss of open space would be similar to that identified under the Hybrid Alternative, and would remain *less than significant (Class 3)*.

**Other Impacts** – Other potential impacts of the final GPU would be similar to identified impacts of the Hybrid Alternative, and all would remain less than significant (Class 2 or 3 respectively as identified for individual impacts under the Hybrid analysis). Potential final GPU impacts to air quality, public services, hydrology and water quality, public utilities (wastewater, solid waste, and communications utilities), and energy consumption would be incrementally greater than under the Hybrid alternative due to additional non-residential potential. Final GPU potential impacts to biological resources, geological conditions, and hazards would be similar to those identified for the Hybrid Alternative. Final GPU effects on socioeconomic issues would be incrementally more beneficial than under the Hybrid Alternative due to additional job opportunities associated with non-residential growth. With additional non-residential growth potential, the estimated jobs/housing imbalance would be somewhat worse under the final GPU (1.456 jobs/housing unit) compared to the Hybrid Alternative (1.417 jobs/housing unit), and potential unmet demand for affordable units would be similarly greater.

## **CEQA FINDING**

Based on the above review of the final project and in accordance with State CEQA Guidelines Section 15162 *Subsequent EIRs*, no subsequent Environmental Impact Report is required for the current project, because new information and changes in project description, circumstances, impacts, and mitigations are within the scope of alternative policy options, growth scenarios, and impact levels studied in the Certified FEIR and do not involve new impacts.

This Addendum identifies the final project changes and associated changes to project impacts. The Certified FEIR [SCH ##2009011031] together with this addendum constitutes adequate environmental documentation in compliance with CEQA for the final General Plan Update project.

\_\_\_\_\_ **Date:** \_\_\_\_\_  
Barbara R. Shelton, Environmental Analyst

Attachment A: Final General Plan Map Adjustments *[to be added after Council direction]*

**D R A F T**

**Council Resolution & CEQA Findings for *Plan SB GPU & FEIR***

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA ADOPTING THE 2010 GENERAL PLAN UPDATE AND MAKING ENVIRONMENTAL FINDINGS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Government Code Section 65300 requires that the City of Santa Barbara adopt a comprehensive, long-term General Plan for the physical development of the City, and the 2010 City of Santa Barbara General Plan Update fulfills this requirement;

WHEREAS, in 1989, the City Council placed a non-residential growth limitation before City voters as ballot Measure E, which was approved and incorporated into the City Charter as Charter Section 1508, limiting non-residential growth to three million square feet until 2010;

WHEREAS, in 2005, the City Council initiated the *Plan Santa Barbara* process to update the Land Use and Housing elements of the General Plan to specifically address the sunset of Charter Section 1508, which regulates non-residential growth in the City and to reassess the City's capability to construct more than 40,005 housing units as specified by the Housing Element;

WHEREAS, *Plan Santa Barbara* is the planning process used to update the City's General Plan, including the Introductory Framework, Land Use Element and General Plan Map, and Housing Element, as well as incorporation of selected goals, policies and implementation actions into the remaining six elements to be updated in the future, including the Open Space, Parks and Recreation Element, Economy and Fiscal Health Element, Historic Resources Element, Environmental Resources Element, Circulation Element, and Public Services and Safety Element. The updated General Plan elements are reorganized and integrated at a policy level into a cohesive united document;

WHEREAS, *the Plan Santa Barbara* process includes the following four phases: Phase 1) developing baseline information; Phase 2) conducting public outreach and initial policy development; Phase 3) preparing draft General Plan and Environmental Impact Report (EIR) documents, conducting formal public review, Planning Commission certification of the EIR and recommendations to City Council related to the Plan, and City Council adoption of the General Plan Update; and Phase 4) Implementation of the updated General Plan;

WHEREAS, the updated General Plan is intended to guide future residential and non-residential development through the year 2030, and the goals, policies and programs contained in the General Plan Update address the physical, economic and social development of the City and reflect the community's values of "living within our resources," becoming a more sustainable community, and preserving the existing community character;

WHEREAS, the updated General Plan identifies allowable land uses, densities and programs that support and assist the production of a variety of housing types, including needed affordable and workforce housing to meet the City's state mandated Regional Housing Needs Assessment (RHNA) allocation;

WHEREAS, the Housing Element of the updated General Plan complies with California Housing Element law requiring that local jurisdictions update the Housing Element every five years and submit their updated element to the State Department of Housing and Community Development (HCD) for review;

WHEREAS, the public outreach effort for the *Plan Santa Barbara* General Plan Update (GPU) took place between 2007 and 2010, and included 45 City Council and/or Planning Commission public hearings and work sessions, 10 community workshops, 23 Advisory Board meetings, approximately 40 grassroots meetings, an informational brochure mailed to 36,000 City households and businesses, a youth survey administered to eight local high schools, and a website;

WHEREAS, on January 15, 2009, a Notice of Preparation (NOP) was issued by the City noticing the intent to prepare a full-scope Program EIR. The NOP was circulated to interested agencies, groups and individuals for a public comment period of 30 days. The State of California Clearinghouse issued a project number for the *Plan Santa Barbara* General Plan Update, SCH #2009011031;

WHEREAS, on January 29, 2009, the Planning Commission held a duly noticed EIR Scoping Hearing and received public comment from 10 speakers and Planning Commissioners related to the EIR scope of analysis. Thereafter, the Draft EIR scope of analysis was established by the City Environmental Analyst with consideration of the scoping comments;

WHEREAS, the Draft General Plan Update and Draft EIR were released on March 19, 2010 and underwent a 60-day public review and comment period ending on May 18, 2010, and on April 28, 2010, the Planning Commission held a duly noticed public hearing and received public comment from 22 speakers pertaining to the Draft EIR and Draft General Plan Update;

WHEREAS, written comments on the Draft EIR and the Draft General Plan Update were received from 15 public agencies, 16 community/public interest organizations, 45 individuals and six City commission and committee members. Volume III of the Final EIR contains written responses to the comments received on the Draft EIR and updated General Plan. The proposed responses to comments and public hearing notice were provided to public agencies that commented 10 days prior to the Final EIR certification;

WHEREAS, on June 22 and 23, 2010, the City Council and Planning Commission held duly noticed public hearings to discuss the Planning Commission's recommendations on key policies related to the final preparation of the *Plan Santa Barbara* General Plan Update and Draft EIR, and at the conclusion of the meeting Council requested a series of work sessions to provide additional detail on a number of important aspects associated with the General Plan Update, including but not limited to: an overview of the Proposed General Plan, Program EIR, Transportation Demand Management, and various policy directives for residential density, development and design policies, and growth management;

WHEREAS, during July and August, 2010 the City Council held eight work sessions that involved detailed staff briefings related to the General Plan Update policy document, the Program EIR, Transportation Demand Management, Residential Density, Development and Design Policies, and Growth Management and Development Ordinance. On August 10, 2010, the City Council provided summary direction to the Planning Commission and staff on how to proceed with preparation of the final *Plan Santa Barbara* documents for review and final adoption;

WHEREAS, on September 29 and September 30, 2010, the Planning Commission held a duly noticed public hearing to consider certification of the Final EIR. Following a staff presentation, public comment from 18 speakers, and review and discussion of the information contained in the proposed Final EIR and General Plan Update, the Planning Commission unanimously voted to certify the Final

EIR dated September 2010 for the *Plan Santa Barbara* General Plan Update making findings pursuant to State CEQA Guidelines Section 15090 and City CEQA Guidelines Section II.2, and including clarifying additions and edits to the Final EIR as identified in Planning Commission Resolution No. 013-10;

WHEREAS, on September 30, 2010, following the certification of the Final EIR, the Planning Commission received a staff presentation and heard public comment from two additional speakers related to the General Plan Update. The Planning Commission formulated its recommendations regarding the adoption of the *Plan Santa Barbara* General Plan Update which was informed by the information contained in the Final EIR, and voted 6-1 to forward those recommendations (Planning Commission Resolution No. 014-10) to the City Council for consideration;

WHEREAS, on October 26, October 27, and November 16, 2010, the City Council held duly noticed hearings, received staff presentations, and heard public comment from \_\_\_\_\_ speakers regarding the General Plan Update. After extended deliberations, the City Council made modifications to the General Plan Update as shown in Exhibit A;

WHEREAS, an Addendum to the certified Final EIR dated November 10, 2010 (hereinafter “FEIR Addendum”) was prepared in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15164 provisions, and the Addendum documents final changes to the General Plan Update and associated impacts that fall within the range of policy options, growth scenarios, and impacts studied in the Final EIR and do not raise new environmental issues;

WHEREAS, the Certified Final EIR document includes the following components: Volume I FEIR; Volume II Appendices, Volume III Public Comments and Responses; and FEIR Addendum;

WHEREAS, the *Plan Santa Barbara* General Plan Update policies have evolved over the course of the Plan development, the environmental review process, public input, and deliberations of the City Planning Commission and City Council, all as anticipated and required by proper CEQA and General Plan processing. CEQA analysis of the final General Plan Update was documented with the FEIR Hybrid Alternative analysis together with the FEIR Addendum as the final Project being approved by City Council;

WHEREAS, the City Planner is the custodian of the record of proceedings for the General Plan Update and Final EIR, and the documents and other materials which constitute the record of proceedings for City actions related to the General Plan Update and Final EIR are located at the City of Santa Barbara Community Development Department, Planning Division, located at 630 Garden Street, Santa Barbara, California. Copies of these documents are available for public review during normal business hours upon request at the office of the City of Santa Barbara Community Development Department, Planning Division.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA:

**I. California Environmental Quality Act (CEQA) Findings:**

The City Council makes the following findings in accordance with the California Environmental Quality Act (CEQA), Public Resources Code (PRC) Section 21000 et seq.; the State CEQA Guidelines, California Code of Regulations (CCR) §§15090, 15091, 15,092, and 15093; and the City Guidelines for Implementation of the California Environmental Quality Act (City CEQA Guidelines), City Council Resolution No. 94-064, §II.2:

**A. CEQA Findings for City Council Consideration of Final Environmental Impact Report (FEIR) for the *Plan Santa Barbara* General Plan Update (GPU), pursuant to CCR §15090 and City Guidelines §II.2.k**

The FEIR for the *Plan SB* GPU, as certified by the Planning Commission on September 30, 2010, was presented to the City Council together with the Addendum dated November \_\_, 2010, and the City Council has reviewed and considered the information contained in the Certified FEIR and Addendum prior to adopting the *Plan SB* GPU.

**B. CEQA Findings of Significant, Unavoidable Environmental Impacts of the *Plan SB* GPU (Class I Impacts), Reduction of Impacts, and Infeasibility of Mitigation Measures and Alternatives, pursuant to PRC Section 21081 and CCR 15091**

The City Council makes the following findings identifying and explaining (1) potential Class I significant impacts that may result from growth in the City occurring to the year 2030 under the GPU based on analysis in the FEIR and FEIR Addendum, (2) measures incorporated into the GPU to lessen these impacts, and (3) economic, legal, social, technological and other considerations that make infeasible certain mitigation measures and alternatives identified in the FEIR to reduce these impacts, based on GPU analysis, public comment, and Council deliberations:

1. Transportation Class 1 Significant Impacts. The FEIR impact analysis of future development under the *Plan SB* GPU identified a significant transportation impact associated with peak-hour vehicle traffic congestion, as follows:
  - Projecting future cumulative traffic changes citywide is difficult and based on many assumptions, estimates, and uncertainties. Many factors affecting future cumulative traffic in Santa Barbara are outside of the City's control, including growth in the State and surrounding jurisdictions, State and Federal decisions affecting highway improvements, decisions affecting rail and bus transport, technological changes, and travel decisions by individuals and businesses.
  - The City has undertaken an extensive effort to evaluate the potential contribution to future traffic due to the City General Plan Update policies and associated future growth, including conducting citywide traffic counts, developing a citywide traffic model, and extensive research and analysis to document the effectiveness of traffic management strategies.
  - The FEIR identifies existing peak-hour traffic congestion at 13 intersections with levels of service that exceed the City criterion for defining impacted intersections (77% volume/capacity or greater).
  - The FEIR analysis of the original Project (initial draft *Plan SB* GPU policies) identified potentially significant peak-hour traffic impacts of an increase to 20 impacted intersections by the year 2030, with these impacts potentially being substantially reduced through application of Mitigation Measure Trans-2 Reductions in Traffic Demand (MM T-2) providing a robust expansion of Transportation Demand Management (TDM) programs, parking pricing, and alternative mode improvements for pedestrian, bicycle, and transit travel, but with a residual significant, unavoidable traffic impact.

- The FEIR analysis of the final GPU, as documented by the Hybrid Alternative and FEIR Addendum identifies potentially significant peak-hour traffic effects of 20-26 impacted intersections by the year 2030.
- Feasible changes to the initial project have been incorporated into the final GPU that will act to lessen peak-hour traffic congestion impacts, including the following: (1) reduction of the non-residential growth cap policy from 2.0 million square feet to the year 2030 to 1.35 million square feet for specified category uses with excluded uses estimated by the FEIR at up to an additional 0.5 million square feet; and (2) incorporation of Mitigation Measure Trans-1, Intersection Level of Service and Arterial Congestion (MM T-1), for installation of signal or other improvements at specified intersections, and establishment of an intersection master plan for physical improvements at specified impacted intersections. The FEIR analysis, including Fehr & Peers and Nelson-Nygaard reports, demonstrates that reduction of non-residential growth would reduce the amount of increase in peak-hour trip generation and associated congestion effects, and that the identified roadway and signal improvements would improve levels of service at specified intersections. Based on the FEIR analysis, these measures provide partial mitigation of identified traffic congestion impacts.
- The FEIR found that traffic congestion impacts could be further reduced to a substantial degree through application of MM T-2, but still with residual impacts after mitigation remaining at potentially significant and unavoidable levels (Class 1). The FEIR identifies all the EIR alternatives as resulting in some level of residual Class 1 significant traffic impact.

The City Council finds MM T-2, that would provide a robust expansion of TDM, parking pricing, and alternative mode improvements (and the equivalent policies analyzed under the Additional Housing Alternative) to be infeasible for economic, environmental, social, and other considerations, as follows:

- An up-front commitment to full implementation of MM T-2 measures does not represent the best City policy in the interest of the community and the objectives of the GPU to protect the local economy and community's character, and to live within our resources.
- The revised Circulation Element policies included in the final GPU retain the full slate of traffic-reducing mitigation strategies envisioned by MM T-2 as measures for further consideration, but do not direct up front whether or to what extent they will be implemented. As a result, more information beyond the scope of a program EIR level is needed to consider the effectiveness, design, and application of such traffic management strategies. The Santa Barbara community is also divided on whether these measures are advisable. The revised policies better recognize the uncertainties of the future over a 20-year period, and the importance of having community acceptance of such measures prior to implementation. The revised policies incorporate more flexibility on later determinations of the extent, timing, phasing, and location of TDM implementation, and incorporate more process provisions to ensure the prerequisite support by community stakeholders. The policies rely on the adaptive management component of the GPU which will monitor traffic congestion to assist in determining if and when such measures will be considered.

- The retail economy of Downtown Santa Barbara is in a substantial downturn as evidenced by vacancy rates, sales tax levels, and unemployment rates. Downtown business organizations provided testimony that there would be negative effects to the Downtown merchants from MM T-2 strategies such as on-street parking pricing that could cause Downtown customers to do business, shop, dine, or vacation elsewhere. Any such effects providing a disincentive for visitors to the Downtown could also affect the vitality of the greater downtown cultural life, such as attendance at theaters, concerts, art exhibits, and other cultural events within the Downtown.
- Public testimony was also received expressing concerns that installation of parking meters may not be compatible with the community character of the historical Downtown or the City El Pueblo Viejo district, and that, after the long experience of free street parking in this City, implementation of parking meters would affect quality of life.
- Initial implementation of the MM T-2 programs would require City fiscal resources not currently available. The City is presently undergoing a substantial economic downturn, and it is unclear when recovery will occur or when implementation of the T-2 measures would become fiscally feasible.

Further, if the potential traffic effects identified in the EIR do gradually occur over the 20-year GPU horizon, the City could choose to implement these additional traffic management measures to avoid or reduce congestion impacts. As such, some level of T-2 implementation and mitigation may well occur. Since under CEQA provisions, this does not represent an “enforceable commitment,” full mitigation credit is therefore not appropriate for purposes of the EIR analysis and findings for the GPU. Therefore, based on the analysis in the FEIR and FEIR Addendum, future development under the final *Plan Santa Barbara* General Plan Update is found to result in a potentially significant and unavoidable (Class 1) effect on peak-hour traffic congestion.

2. Climate Change Class 1 Significant Impacts. The FEIR and FEIR Addendum analysis of future development under the *Plan SB* GPU identified a potentially significant climate change impact associated with increased greenhouse gas emissions due to transportation fuel and energy use in buildings, from an estimated existing level of 1.358 million metric tons/year of carbon dioxide (CO<sub>2</sub>) equivalents to a level of 1.571 million metric tons per year by the year 2030, a level that is not consistent with State-adopted objectives for greenhouse gas reductions. The FEIR found that projected possible increases in greenhouse gases could be substantially reduced but not eliminated through application of MM T-2, with the residual impact remaining significant and unavoidable (Class 1).

For the reasons described above under Finding B.1, City Council finds MM T-2 for a robust expansion of TDM, parking pricing, and alternative mode improvements (and the equivalent policies analyzed under the Additional Housing Alternative) infeasible for economic, environmental, social, and other considerations. Some level of MM T-2 implementation and mitigation may occur, however future development under the final GPU is found to result in a potentially significant and unavoidable impact on climate change.

**C. CEQA Findings of Potentially Significant Environmental Impacts of the *Plan Santa Barbara* General Plan Update that are Reduced to Less Than Significant Impacts with Mitigation (Class 2 Impacts), pursuant to PRC Section 21081 and CCR Section 15091**

The City Council makes the following findings identifying and explaining potential significant impacts in the City to the year 2030 under the GPU, which will be avoided or reduced to less than significant levels (Class 2) by measures incorporated into the GPU, based on analysis in the FEIR together with the FEIR Addendum:

1. Air Quality Class 2 Less Than Significant Impact. The FEIR identifies the potential for significant air quality effects associated with higher levels of diesel particulates in vehicle exhaust along Highway 101, which could temporarily affect potential development of future residential uses under the General Plan update on approximately 340 parcels within 250 feet of the highway before planned State regulations are implemented to reduce the effect. Policy language based on FEIR Mitigation Measure AQ-1 Highway 101 Setback has been incorporated into the GPU Environmental Resources Element to establish a temporary limitation to development of most new residential uses within 250 of Highway 101 until State regulations have been implemented to reduce diesel particulate effects, or the City otherwise determines that a project's particulate exposure level is sufficiently reduced. With inclusion of this policy measure in the final GPU, the FEIR and FEIR Addendum conclude that this significant air quality impact will be avoided and the residual impact will be less than significant.
2. Biological Resources Class 2 Less Than Significant Impacts. The FEIR identifies that gradual loss of native upland, creek/riparian, and coastal habitats and species associated with incremental development under the GPU could potentially be significant on a cumulative citywide basis by the year 2030, with existing and proposed General Plan Update policies partially lessening the impact. Policy language reflecting FEIR mitigation measures has been added to the GPU Environmental Resources Element, including Mitigation Measure Bio-1 Upland Habitat and Species Protection (MM B-1), Bio-2 Creeks and Riparian Habitat and Species Protection (MM B-2), Bio-3 Coastal Habitat and Species Projection (MM B-3), and Vis-1 Open Space Protection and Restoration (MM V-1). The FEIR and FEIR Addendum conclude that with these measures included in the final GPU, the significant biological resource impacts will be avoided, and residual impacts will be less than significant.
3. Geological Conditions Class 2 Less Than Significant Impact. The analysis of geological conditions in the FEIR identifies a potentially significant impact from the effect of continuing sea cliff retreat on a small number of structures that could be developed or modified near coastal bluffs over the next 20 years under the GPU. FEIR Mitigation Measure Geo-1 Coastal Bluff Retreat (MM G-1) providing for update of bluff retreat review guidelines and establishment of a shoreline management plan has been incorporated into the GPU Public Services and Safety Element policies. With inclusion of these measures in the final GPU, the FEIR and FEIR Addendum conclude that the significant sea cliff retreat impact will be avoided and the residual impact will be less than significant.

4. Hazardous Materials Class 2 Less Than Significant Impact. The FEIR analysis of hazardous materials issues identifies a potentially significant impact of inadequate community hazardous waste collection facility capacity for the next twenty years. FEIR Mitigation Measure Haz-1 Household Hazardous Waste Disposal Capacity (MM Hz-1), providing for City coordination with regional jurisdictions to establish additional facility capacity on the South Coast, has been included in the final GPU Public Services and Safety Element. The FEIR and FEIR Addendum conclude that inclusion of this measure in the final GPU will result in avoidance of the significant hazardous materials facility impact and a residual impact at a less than significant level.
5. Heritage Resources Class 2 Less Than Significant Impact. The analysis in the FEIR identifies a potentially significant impact to historic resources from gradual development over the next two decades under GPU land use policies. The GPU Historic Resources Element policies have been changed to include additional measures to protect historic resources, as identified in FEIR Mitigation Measures Her-1 Protection of Historic Buildings, Structures, and Districts (MM HR-1), including additional protections during construction adjacent to designated historic structures, and additional landmark and historic district programs, and additional development design requirements within buffer areas around designated resources and districts. The FEIR and FEIR analysis concludes that with inclusion of these policy measures in the final GPU, the significant impact on historic resources will be avoided and the residual impact will be less than significant.
6. Hydrology and Water Quality Class 2 Less Than Significant Impact. The FEIR extended range analysis identifies a potentially significant impact of increased flood hazards from sea level rise due to climate change. FEIR Mitigation Measure Hydro-1 Sea Level Rise (MM Hy-1) has been included in the final GPU Environmental Resources Element to provide for adaptive management for this potential effect as part of a shoreline management component of a climate action plan, and as a part of the groundwater management planning component of the Long Term Water Supply Plan. The FEIR and FEIR Addendum conclude that incorporation of these measures in the final GPU will avoid the significant long-range flooding impact, and the residual impact will be at a less than significant level.
7. Noise Class 2 Less Than Significant Impact. The analysis of noise impacts in the FEIR identified a potentially significant impact from a gradual expansion of the 60 and 65 dBA ldn highway noise contours affecting existing residential areas, due to gradually increasing highway traffic levels. With application of FEIR Mitigation Measures T-2 for robust TDM to reduce traffic increases and Noise-1 Roadway Noise (MM N-1) to monitor freeway noise level changes and implement strategic localized noise attenuation measures such as barriers and structure retrofits as needed, the FEIR and FEIR Addendum conclude that this significant noise effect would be avoided and the residual noise effect would be less than significant (Class 2).

The N-1 measure for monitoring and mitigation has been incorporated into the GPU Public Services and Safety Element. However, for the reasons cited above under Finding B.1, City Council finds Mitigation Measure T-2 for a robust TDM expansion (and the equivalent policies analyzed under the Additional Housing Alternative)

infeasible for economic, environmental, social, and other considerations, and an alternate policy has been included in the final GPU without the assured implementation commitment, which could result in somewhat greater traffic levels. Nevertheless, the N-1 mitigation would provide for monitoring of associated highway noise levels and mitigation as necessary, such that the potentially significant noise effect would be avoided and the residual noise effect would be less than significant (Class 2).

8. Open Space/ Visual Resources Class 2 Less Than Significant Impact. The FEIR identifies a potentially significant impact from gradual loss or fragmentation of important open space in the City and region as a result of incremental development citywide over the next two decades. The final GPU Open Space, Parks, and Recreation Element and Environmental Resources Element policies have incorporated FEIR Mitigation Measures Vis-1 Open Space Protection and Restoration (MM V-1) and Vis-2 Preservation of Regional Open Space (MM V-2) providing for planning and development policies to protect key contiguous open space in the City and region. With these measures incorporated into the final GPU, together with the biological resource mitigation measures for protection of habitats and creeks, the FEIR and FEIR Addendum conclude that these significant open space effects would be avoided and the residual impact would be less than significant.
9. Public Utilities/ Solid Waste Management Class 2 Less Than Significant Impact. The analysis of public utilities in the FEIR identifies a potentially significant impact of inadequate long-term facility capacity for solid waste disposal. FEIR Mitigation Measure PU-1 Solid Waste Management has been included in the final GPU Public Service and Safety Element to provide for continuation of City coordination with the County and other South Coast jurisdictions to establish additional long-term waste management facility capacity, and to provide for further City efforts toward increased diversion of solid waste from landfill disposal. The FEIR and FEIR Addendum conclude that with incorporation of these measures into the final GPU, the significant solid waste management impact will be avoided and the residual impact will be less than significant.

**D. Findings of Less Than Significant (Class 3) Impacts of the Plan Santa Barbara General Plan Update.**

The City Council makes the following finding identifying and explaining potential impacts in the City to the year 2030 under the GPU that will be less than significant (Class 3) due to existing City policies and programs and new policies and programs in the GPU, based on the FEIR and FEIR Addendum analysis:

Based on careful analysis of existing environmental conditions, extensive existing City policies and programs, and new General Plan Update policies addressing growth and the environment, the FEIR concluded that other impacts of the GPU and associated growth would be less than significant (Class 3), including those pertaining to air quality (County Clean Air Plan consistency, construction emissions, residential uses within commercial/mixed use areas), biological resources (creek water quality, coastal resources, and urban trees), geological conditions (seismic, geologic and soil hazards), hazards (accident risks, electromagnetic fields, hazardous materials, wildfire hazards), heritage resources

(archaeological and paleontological resources), hydrology and water quality (flooding, storm water run-off, creek, groundwater, coastal, and marine water quality), noise (airport, noise guideline change, mixed use noise issues), open space and visual resources (important scenic views, community character, lighting), public services (police, fire protection, parks and recreation, schools), water supply and other public utilities (wastewater, solid waste, power and communications), energy, jobs/housing balance, and socioeconomic effects.

**E. CEQA Findings of Infeasibility of Alternatives pursuant to PRC Section 21081 and CCR Section 15091**

As a programmatic analysis of a citywide general plan update for a twenty-year planning period, the FEIR provides an comparative impact analysis for a range of growth scenarios and policy options under community consideration, and concludes that some of the alternatives could potentially lessen some environmental impacts. The City Council finds that specific economic, legal, social, technological and other considerations make the alternatives identified in the FEIR infeasible, based on the FEIR and FEIR Addendum analysis, public comment, and Council deliberations, as follows:

1. No Project/ Existing Policies Alternative. The FEIR evaluates the comparative environmental impacts that would result if the *Plan Santa Barbara* GPU policy amendments did not proceed and existing General Plan policies continued into the future, with associated growth assumptions of up to 2.2 million net square feet of non-residential development and up to 2,800 additional housing units by the year 2030, and with existing land use policies and no change to TDM and parking programs. The FEIR analysis identifies the overall greatest impacts associated with the No Project/Existing Policies Alternative among all the alternatives analyzed, most notably with greater traffic impacts (from existing 13 to 26 impacted intersections), greater greenhouse gas impacts (1.62 million tons/year) and a worse jobs/housing balance (2.04 jobs/unit). The FEIR finds that impacts of the No Project/Existing Policies Alternative on local resources, hazards, services, and regional issues are similar in type and potentially greatest in extent, but could be mitigated.

The City Council finds that the No Project/Existing Policies Alternative is infeasible because it would not feasibly reduce impacts compared to the final GPU, and would not meet plan objectives as well as the final GPU.

2. Lower Growth Alternative. The Lower Growth Alternative evaluated in the FEIR assumes a policy set involving more growth limitations, with the intent to further protect and conserve community character, historic and visual resources, neighborhoods, natural resources, and facilities and services, with growth assumptions of up to one million net square feet of non-residential growth and 2,000 housing units to the year 2030, and with key policies including stronger building height and design standards, retention of current density provisions with reduced unit size provisions, and retention or increase of parking standards and no expansion of parking pricing programs.

The FEIR analysis finds that potential Class 1 traffic impacts (prior to mitigation) of the Lower Growth Alternative (18 impacted intersections) would be less than for the *PlanSB* project or for the final GPU, with lower Class 1 greenhouse gas generation (1.58 tons/year), and improved jobs/housing balance (0.90 jobs/unit). The FEIR

analysis identifies that other potentially significant impacts to local resources, hazards, services, and regional issues, would be similar in type and generally less in extent than for the *Plan SB* Project and Hybrid Alternative, and would also be mitigable to the same less than significant residual levels as the final GPU.

Many of the policy components contemplated in the Lower Growth Alternative policy set have been incorporated into the final GPU and evaluated as part of the FEIR Hybrid Alternative and FEIR Addendum assumptions, including stronger building height constraints and building design guidelines and more constrained areas for density incentives, to further protect historic and visual resources and community character and neighborhoods, as well as no reductions to parking requirements. As a result of these policy changes, impacts of the final GPU would be lower and similar to the Lower Growth Alternative with respect to historic and visual resources and community character and neighborhoods.

The final GPU has been changed to incorporate a lower non-residential growth cap policy which partially addresses traffic, greenhouse gas, and jobs/housing issues, but has not reduced it to the lower 1.0 million total non-residential limitation policy assumed for the Lower Growth Alternative.

Although the FEIR and FEIR Addendum analysis finds that the traffic and climate change impacts of the Lower Growth Alternative would be lower than for the final GPU, City Council finds that the specific non-residential and residential growth constraint policies of the Lower Growth Alternative make the alternative infeasible for economic, social, legal, and other considerations, as follows:

- The non-residential growth limitation policy of the Lower Growth Alternative for one million net square feet would not be economically feasible or advisable as the final GPU policy because, based on the cumulative square footage of non-residential pending and approved projects and square footage demolished but not rebuilt, as well as historic rates for minor and small additions throughout the City, a total non-residential growth limitation of one million square feet over twenty years would be too constraining to the ability of property owners and businesses to provide for some physical growth when needed to sustain economic vitality, and would therefore not meet the Plan objectives for promoting a strong, vibrant, and diverse economy, adequate stable long-term revenue base for essential services, and local jobs and employees.
  - The Lower Growth Alternative policy for limiting residential growth to 2,000 units over twenty years is not feasible for social, legal, and other considerations because (1) it would be inconsistent with the historic City policy not to limit residential growth; (2) there could be legal constraints with the ability to assure property rights to develop a reasonable use of the property; and (3) it would be inconsistent with Plan objectives as well as regional and State agency objectives to support and promote appropriate affordable work force housing to address issues of housing affordability, economic vitality, population diversity, and jobs/housing balance.
3. Additional Housing Alternative. Under the Additional Housing Alternative, the FEIR evaluates policies intended to further promote affordable housing toward addressing traffic congestion, jobs/housing imbalance, economic vitality, population diversity, and energy/climate change issues, with growth policies for up to one million net

square feet of non-residential development and up to 4,300 additional housing units to the year 2030, and with key policies for greater density/ unit size incentives, retaining current building height limits, a strong expansion of transportation demand management (TDM) and parking pricing programs; relaxing second unit standards, reducing residential parking requirements, and streamlining housing permit processes.

The FEIR analysis identifies the lowest Class 1 traffic impact for the Additional Housing Alternative (from existing 13 to 14 impacted intersections), which results from the low non-residential growth limit together with strong TDM and parking pricing programs, and also identifies lower Class 1 greenhouse gas generation (1.4 tons/year), as well as substantially better jobs/housing balance (0.41 jobs/unit). Other potentially significant impacts associated with local resources, hazards, and facilities and services would be similar in type, and potentially greater in extent due to the substantial additional housing development, but also mitigable to the same less than significant residual levels as the final GPU.

The final GPU has been changed to incorporate a lower non-residential growth limitation to partially address traffic, greenhouse gas, and jobs/housing balance, but not to the lower level assumed in the Additional Housing Alternative.

While the FEIR and FEIR Addendum analysis finds the Additional Housing Alternative to result in lower traffic impacts than the final GPU, City Council finds that the specific non-residential growth constraint, robust TDM and parking policies, and stronger housing incentive policies of the Additional Housing Alternative make the alternative infeasible for economic, social, legal, and other considerations, as follows:

- The non-residential growth limitation policy for one million net square feet under the Additional Housing Alternative would not be economically feasible or advisable as the GPU policy for the reasons specified under Finding F.2 for the Lower Growth Alternative.
  - The Additional Housing Alternative policy for providing a robust expansion of TDM, parking pricing, and alternative mode improvements (and equivalent T-2 mitigation measure) are infeasible for economic, environmental, social, and other considerations for the reasons specified above under Finding B.1.
  - Policies under the Additional Housing Alternative to maintain or raise building height limitations, and further increase the density range and extent of areas for higher density residential incentives would not adequately meet the GPU objectives for protecting historic resources and maintaining the City's visual character.
4. Original Plan SB GPU Project. The original *Plan Santa Barbara* General Plan Update project evaluated in the FEIR is based on the initial draft GPU policies (*Policy Preferences Report*, 2009), and includes a non-residential growth limitation policy allowing up to two million net square feet of non-residential development, assumption of up to 2,800 additional housing units, and policies for a moderate expansion of programs for TDM, parking pricing, and alternative mode improvements, and moderate density/unit size incentive programs to promote affordable workforce housing.

The FEIR analysis for the *PlanSB* GPU Project identifies the potential Class 1 significant impact (pre-mitigation) on traffic congestion to be 20 impacted intersections, with 2-3 intersections mitigable with MM T-1 for roadway/signal improvements, and substantial additional impact reduction from application of MM T-2 for robust expansion of programs for TDM, parking pricing, and alternative mode improvements, resulting in a lower residual Class 1 impact (post-mitigation) with many fewer impacted intersections. The FEIR analysis identifies greenhouse gas emissions at 1.62 tons/year and jobs/housing balance in approximate balance (1.44 jobs/unit). Other potentially significant impacts of the original *PlanSB* GPU Project associated with local resources, hazards, and facilities and services would be similar in type and extent with the final GPU, and also mitigable to less than significant levels.

The FEIR analysis identifies greater traffic impacts for the final GPU than would occur under the earlier *Plan SB* GPU project because the T-2 TDM mitigation would not be applied. City Council finds an upfront commitment to a robust expansion of TDM, parking pricing, and alternative mode improvements to be infeasible for economic, environmental, social, and other considerations for the reasons specified above under Finding B.1. City Council also finds the non-residential growth limitation of the original project to be too high. As a result, City Council finds that the original *Plan SB* GPU project is infeasible and would not meet the Plan objectives as well as the final GPU.

5. Hybrid Alternative – The Hybrid Alternative evaluated in the FEIR incorporated policy components from the original GPU project, Lower Growth Alternative, and Additional Housing Alternative, and reflected changes to GPU policies based in part on initial City Council discussions and in part on City Planning Commission recommendations. This alternative assumes a non-residential growth limitation policy of up to one million net additional square feet, 2,800 additional dwelling units, higher density incentive provisions than the original *Plan SB* GPU but applied to more limited areas of the City, an additional 50% density incentive for rental and employer-provided housing, and a policy identifying a slate of TDM and other traffic-reducing strategies for consideration only rather than the moderate expansion of these programs identified in the original *Plan SB* GPU.

The FEIR and FEIR Addendum analysis finds that traffic, greenhouse gas, and jobs/housing impacts of the Hybrid Alternative would be somewhat greater than the original *Plan SB* project and slightly less than the final GPU project.

Most of the Hybrid Alternative policies have been incorporated into the final GPU with the exception of an adjustment to the non-residential policy to 1.35 million square feet, and adjustment to the General Plan Map to further reduce the area extent for higher density incentive designations.

The City Council finds the Hybrid Alternative to be infeasible for the following economic, social, and other considerations as follows:

- The non-residential growth limitation policy for one million net square feet under the Hybrid Alternative would not be economically feasible or advisable as the GPU policy for the reasons specified under Finding F.2 for the Lower Growth Alternative.

- The Hybrid Alternative density incentive policies with greater extent of areas for higher density residential than the final GPU would not adequately meet the GPU objectives for protecting historic resources and maintaining the City’s visual character

**F. CEQA Statement of Overriding Considerations pursuant to PRC Section 21081 and CCR Section 15093**

Based on the Final Program EIR for the *Plan Santa Barbara* General Plan Update together with the FEIR Addendum, the City Council identifies potentially significant and unavoidable impacts associated with traffic and greenhouse gas generation, as identified in finding I.B above.

The California Environmental Quality Act (CEQA) requires decision-making agencies to balance the economic, legal, social, technological, and other benefits of a proposed plan, including region-wide and statewide environmental benefits, against its unavoidable environmental effects when determining whether and how to approve the plan. If the specific economic, legal, social, technological, or other benefits outweigh the unavoidable adverse environmental effects, then the adverse environmental effects may be deemed acceptable.

In accordance with Section 21081 of the California Environmental Quality Act and Section 15093 of the State CEQA Guidelines, after careful consideration of the environmental documents, staff reports, public testimony, Planning Commission recommendations, and other evidence contained in the administrative record, the City Council makes the following Statement of Overriding Considerations setting forth the specific overriding economic, legal, social, technological, environmental, and other benefits of the proposed General Plan Update that warrant approval of the Plan notwithstanding that all identified environmental impacts are not fully mitigated to insignificant levels. The remaining significant effects on the environment are deemed acceptable due to these findings:

1. Recognizing that there are trade-offs among various plan objectives, and differences of opinion within the Santa Barbara community as to the best balance of policies, and based on careful consideration of community input and Plan analysis, the City Council finds that the final General Plan Update (GPU) policies provide the best long-term balance of policies for meeting the plan objectives to accomplish the following:
  - Promote a strong economy and a stable long-term revenue base necessary for essential services and community enhancements, through land use policies that support business and employee needs, job opportunities, a variety of business sizes and types, educational opportunities, local businesses, and green businesses, and tourism.
  - Protect and enhance the historic and visual resources of the City and the character of established neighborhoods and the City’s Central Business District.
  - Live within our resources by balancing the amount, location, and type of development with available resources including water, energy, transportation, housing, and food.
  - Extend and update growth management programs to effectively manage resources and protect community character while permitting high-priority beneficial development.

- Support sustainable, pedestrian-scale in-fill development oriented to multiple transportation modes.
  - Increase the sustainability of City neighborhoods by promoting a sense of place with a focal community center and improved connectivity and access to daily necessities including limited commercial activity, transit, community services, and open spaces for gathering and recreation.
  - Improve the balance between the number of jobs and the number of local housing opportunities, support local jobs and employees, and support economic and social diversity through land use policies that support housing affordability.
  - Promote reductions in energy consumption, use of fossil fuels, and the City's contribution to global climate change through energy and green building policies, and creative land use patterns and transportation planning.
  - Protect and wisely use natural resources, minimize environmental hazards, and provide for present and future environmental, health, and service needs.
  - Maintain the unique character and quality of life of Santa Barbara as a desirable place to live, work, and visit, through policies supporting sustainable, well-designed development, social and economic diversity, and a healthy environment.
  - Strategically place new housing within or near commercial districts and adjoining neighborhoods for ease of access.
  - Improve the jobs-housing balance by improving the affordability of housing for all economic levels in the community.
  - Decrease reliance on the automobile and encourage active lifestyles through policies and improvements designed and intended to increase the safety, convenience, and integration of multiple transportation modes.
  - Provide adequate services and facilities for existing and future residents, and address the long-term effects of climate change on public services and facilities.
2. The GPU will allow for sufficient growth to continue economic benefits, while not unnecessarily exacerbating the jobs/housing imbalance and associated traffic effects.
  3. The GPU maintains community character with less density around City historic resources, which will also benefit the tourist economy. The GPU provides additional tools for preservation of the City's historic resources, including the new Historic Resources Element.
  4. The GPU Adaptive Management component is designed to allow for policy adjustments over time based on clear objectives and regular monitoring.
  5. The GPU provides for an emphasis on "community benefit" projects, including affordable housing.
  6. The GPU policies lower non-residential growth cap and provision of unit size/density incentives for affordable workforce housing benefit the South Coast region with respect to improvement of the jobs/housing imbalance and managing traffic and greenhouse gas generation.

7. The GPU maintains and increases opportunities and choice of travel modes, to benefit management of peak-hour vehicle traffic congestion.
8. The GPU promotes public health through policies such as Sustainable Neighborhood Plans, location of mixed-use are housing, and support for alternative travel mode improvements for walking and biking.
9. The GPU maintains and enhances the City’s role in regional partnerships with other governmental agencies and community groups.
10. The GPU supports neighborhood grassroots planning and establishes a sustainability framework for the General Plan.

**G. Findings for the Fish & Game Code pursuant to PRC Section 21089 (b) and Fish & Game Code Section 711.4**

An Environmental Impact Report has been prepared by the City of Santa Barbara, which has evaluated the potential for the *Plan Santa Barbara* General Plan Update to result in adverse impacts on wildlife resources. For this purpose, wildlife is defined as “all wild animals, birds, plants, fish, amphibians, and related ecological communities, including habitat upon which the wildlife depends for its continued viability.” The General Plan Update has the potential to result in adverse effects on upland, creek/riparian, and coastal habitats and associated species. Mitigation measures have been incorporated into the Plan such that potential impacts will be less than significant. The General Plan Update project does not qualify for a waiver and is subject to payment of the California Department of Fish and Game fee.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA:

**II. Adoption of 2010 General Plan Update**

The City Council of the City of Santa Barbara adopts the final 2010 *Plan Santa Barbara* General Plan Update, including the changes identified in Exhibit A, making the following findings:

**A. Charter Finding**

The goals and policies of the General Plan Update meet the intent of Charter Section 1507, "living within our resource limits". Policies included in the Update are designed to protect and preserve physical and natural resources, as well as to manage residential and commercial development so as not to exceed public services or resource capacities.

**B. General Plan Findings**

The General Plan Update has been prepared in accordance with Chapter 3, Articles 5 and 6 of the State of California Government Code. In compliance with Government Code Section 65300 et seq., the updated General Plan is a comprehensive, long-term plan for the physical development of the City. The Land Use Element designates the general distribution, location, and extent of the uses of land for residential, commercial, industrial, institutional, and open space as required by Section 65302(a) of the Government Code. The updated Housing

Element continues the City's commitment to provide affordable housing opportunities for all segments of the community and has been prepared in accordance with State law commencing with Government Code Section 65580. The General Plan and its elements are intended to function as integrated, internally consistent and compatible statements of goals, policies and implementation actions pursuant to Section 65300.5 of the Government Code.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA:

**III. Adoption of Mitigation Monitoring and Reporting Program for the General Plan Update pursuant to PCR Section 21081.6 and CCR Section 15097**

Mitigation measures have been imposed and made enforceable by incorporation into the approved General Plan Update. The City Council hereby adopts the mitigation monitoring and reporting program (MMRP) for the adopted General Plan Update, provided in FEIR Volume I Section 23.

**Draft Exhibit A**  
**City Council Changes to the General Plan Update**  
**(Includes PC Recommended Text Changes)**  
**November 16, 2010**

1. Add the following paragraph per Council direction to Introduction page 28 to explain the intent of goal, policies and possible implementation actions that could be considered. Further explanation of how the elements are organized in the General Plan is included on pages 27 to 29 of the proposed General Plan document. In addition, each element includes an introduction page that explains the *Content of this Element*.

**Plan Elements, and the Required Seven Goals, Policies and Implementation**

The 2010 General Plan is comprised of eight reorganized elements, including the seven mandatory elements included therein. Optional elements include Historic Resources, Environmental Resources, and Economy and Fiscal Health. Each of the elements contains a set of goals, policies and possible implementation actions to be considered.

The **goals** provide the general direction and desired outcome for each chapter within each respective element. The State of California General Plan Guidelines defines a goal as, “a direction setter. It is an ideal future end, condition, or state related to the public health, safety or general welfare toward which planning and planning implementation measures are directed. A goal is a general expression of community values and, therefore, is abstract in nature. A goal is generally not quantifiable, time-dependant or suggestive of specific actions for its achievement.”

A **policy** is the method to achieve the goals, and typically there are numerous policies under each goal. The General Plan Guidelines defines a policy as, “a specific statement that guides decision-making. It indicates a clear commitment of the local legislative body.”

**Implementation** strategies are specific methods to achieve the vision of a more sustainable community and provide **examples** of programs and actions that the City **may** take to achieve the goal and policy. The General Plan Guidelines define an implementation strategy as “a rule of measure establishing a level of quantity that must be complied with or satisfied. Implementation strategies further define the abstract terms of goals and policies.” To underscore that these are examples of what may be undertaken by the City, the subheading “**Possible Implementation Actions to be Considered**” is used throughout the document.

2. Incorporate a revised “Culture” discussion similar to the existing Land Use Element (pg. 10) “Culture” into the proposed General Plan City Profile Section (begins on pg. 44).
3. Amend the General Plan document and associated maps throughout different land use designations and locations for Medium High and High Density (from what was presented on October 26/27, 2010) are adopted by City Council:
4. Amend Growth Management, Non-Residential, Pg. 67 section to reflect 1.35 million net new square feet as the next increment of growth with pending, approved, and government buildings excluded from the 1.35 million net new square feet (see recommended policy edits below).
5. Incorporate the following FEIR Recommended Measures outlined in Exhibit H of the September 29 & 30, 2010 Planning Commission Staff Report, as amended by the City Council on October 26,

2010 into the appropriate General Plan elements. Each of these Recommended Measures should begin with “The City should consider...”

<b>Recommended Measures from FEIR</b>	<b>General Plan Update Policy</b>
<b>BIO-1:</b> Upland Habitat and Species Protection	<b>ER 12.3:</b> Oak Woodland Protection
<b>BIO-2:</b> Creeks, Wetland, and Riparian Habitat and Species Protection	<b>ER13.3:</b> Native Species Habitat Planning
<b>BIO-3:</b> Coastal Habitats and Species Protection ( <a href="#">Amend RM BIO-3.a., Native Habitat Restoration as follows: remove “enlarge” and replace with “improve”</a> )	<b>ER13.2:</b> Multi-Use Plan for Coast <b>ER13.4:</b> Coastal Bluff Scrub Protection
<b>GEO-1:</b> Sea Level Rise and Coastal Bluff Retreat	<b>PS9.3:</b> Modify the Local Coastal Plan
<b>HAZ-1:</b> Accident Risks	<b>PS8:</b> Hazards Avoidance Policies
<b>HAZ-2:</b> Hazardous Materials	<b>PS8:</b> Hazards Avoidance Policies
<b>HAZ-3:</b> Wildfire Hazards	<b>PS14:</b> Wildfire Hazards
<b>HYDRO-1:</b> Flood Hazards	<b>ER18.1:</b> Creek Setback Standards
<b>HYDRO-2:</b> Improve Water Quality at Area Beaches	<b>ER16.4:</b> Pharmaceutical Waste Education and Collection <b>ER16.5:</b> Beach Water Quality Improvement <b>ER16.6:</b> Watershed Action Plans
<b>HYDRO-3:</b> Minimize Debris and Trash	<b>ER16.7:</b> Minimize Debris and Trash
<b>NOISE-1:</b> Nuisance Noise	<b>PS10.3:</b> Neighborhood Noise Reduction
<b>CLIMATE-1:</b> Carbon Sequestration	<b>ER1.3:</b> Urban Heat Island Effect
<b>POP-1:</b> Improved Jobs/Housing Balance (1.b. Job Creation)	<b>Add to Economy and Fiscal Element, following EF20</b>
<b>POP-1:</b> Improved Jobs/Housing Balance (1.c. Locations of Affordable Housing)	<b>H22.10:</b> Location of Affordable Housing
<b>SOCIO-1:</b> Interior Noise Reduction Home Improvement Program	<b>PS11:</b> Sound Barriers
<b>VIS-2:</b> Community Character	<b>LG13:</b> Community Character

**LAND USE ELEMENT (pg. 91)**

- Amend Policy LG2 and Implementation Action LG2.1 as directed by Council to increase the 1 million non-residential square feet to 1.35 million net new non residential square feet and specify the revised amount of non-residential square footage allocated to the Small Additions, Vacant and Community Benefit categories.

**Limit Non-Residential Growth.** Establish the net new non-residential square-foot limitations through the year 2030 at [1.35](#) million square feet, and assess the need for increases in non-

residential square footage based on availability of resources, and on economic and community need through a comprehensive Adaptive Management Program.

The 1.35 million square feet of non-residential development potential shall be allocated to the three following categories.

<u>Category</u>	<u>Square Footage</u>
<u>Small Additions</u>	<u>400,000</u>
<u>Vacant</u>	<u>350,000</u>
<u>Community Benefit</u>	<u>600,000</u>

Non-residential square footage associated with Minor Additions, demolition and replacement of existing square-footage on-site, projects that are pending and approved as of time of ordinance adoption, government buildings, and ~~sSphere of influence area~~ annexations are considered separately and in addition to the net new non-residential development established above.

Existing permitted square footage not in the City, but in the sphere of influence, that is part of an annexation shall not count as new square footage necessitating a growth management allocation. However, Once annexed, all development or developable parcels that propose net new square footage are subject to the limitations of the eCity's growth management ordinance. (LG2)

Possible Implementation Actions to be Considered

Amount of Non-Residential Growth. Provided it is demonstrated that it can be supported by available resources capacities, amend the City's Development Plan Ordinance (SBMC Section 28.87.300) to limit net new non-residential growth to 1.35 million square feet. Amend the non-residential development categories and allocation amounts to reflect this new development potential and definitions for each category. **(LG2.1)**

7. Amend the text of the Rental and Employer Housing Overlay Implementation Action to delete reference to 3 or more bedroom units. The focus of this implementation action is the overlay map. Policy direction for three or more bedrooms units that could be slightly larger is provided in Housing Element Implementation Action H11.10. Delete text defining areas because Rental and Employer Housing Overlay Map that is ultimately adopted by Council will reflect the areas where allowed.

Rental and Employer Housing Overlay. Encourage the construction of rental and employer housing, ~~including three+ bedroom units,~~ in the multiple family and commercial zones where residential use is allowed by providing increased density of overlays up to 50 percent ~~(over the Average Unit Density Incentive Program)~~ as shown on the Rental/Employer Housing Overlay Map (Figure \_). **(LG)**

~~This incentive would not apply to market rental or employer housing in the area with the Commercial Industrial Land Use Designation and C-M zoning or the Coast Village Road area.~~

8. Amend Policy LG7 to read:

**Community Benefit Non-Residential Land Uses.** ~~Net new non-residential square footage that includes one or more Community Benefit Land Uses shall be of a secondary priority to affordable housing.~~ Community Benefit Land Uses are determined by City Council and shall include ~~one or more Community Benefit Land Uses~~ the following categories:

Community Priority.  
Economic Development.

“Green” Economic Development,  
Small and Local Business,  
Development of Special Needs.

9. Amend Implementation Action LG8.2 to read:

Limit Residential. Better define residential uses in the C-M Zone to both encourage affordable housing and to protect existing manufacturing and industrial uses.

10. Amend Implementation Action LG13.4 to read:

Building Height. Amend zoning standards to include special findings and super majority approval by the Planning Commission ~~and City Council~~ for Community Benefit projects that exceed 45 feet in height.

11. Amend and move Policy LG14 and Implementation Actions LG14.1 through LG14.5 from Land Use to Historic Resources Element. See Historic Resources section below.

12. Add Implementation Action LG17.4 as recommended by the Planning Commission and staff and in response to the Upper East Neighborhood Association for consideration of the activities associated with long established institutional uses in residential zones:

As part of neighborhood planning, as appropriate, initiate and conduct studies in residential neighborhoods that have various established institutional uses. The purpose of the study is to engage those who manage these institutional uses in a discussion with neighborhood representatives and City officials to develop “best practices” for the conduct of activities associated with the institutional land uses in order to improve their compatibility with their adjacent residential neighbors on a voluntary basis. Such a study should be conducted in the Upper East Neighborhood that has a unique concentration of existing institutional land uses. Subsequent to this study, and the identification of best practices, these practices should be considered citywide, as appropriate.

**HOUSING ELEMENT (pg 197)**

13. Amend Policy H15 to read:

**Secondary Dwelling Units.** Second units (granny units) in single family zones shall be allowed within certain areas with neighborhood input to gauge level of support, but prohibited in the High Fire Hazard Zones to the extent allowed by the State laws applicable to second units. Second units may be most appropriate within a short walking distance from a main transit corridor and bus stop: (H15)

14. Merge Implementation Actions H15.1 and H15.2 as follows to avoid redundant language.

~~Second Units. Second units (granny units) may be appropriate within 10-minutes walking distance from a main transit corridor and bus stop. Consider incentives, such as: revised development standards for second units e.g., eliminating the parking requirements for second units, eliminating the attached unit requirement, reducing development costs by allowing one water, gas and electric meter and a single sewer line, developing an amnesty program for illegal second units. (H15.1)~~

Secondary Dwelling Unit Ordinance. Amend the Secondary Dwelling Unit Ordinance to provide more site planning flexibility and affordable-by-design concepts such as:

- Changing the existing size limitations to remove percentage of unit size and allowable addition requirements, and allowing a unit size range (300 – 700 s.f.);
- The square footage of the secondary dwelling unit shall be included in the floor-to-area ratio (FAR) for the entire property and shall be consistent with the Neighborhood Preservation Ordinance FAR;
- Eliminating the attached unit requirement;
- Changing the minimum lot size standard;
- Eliminating or adjusting affordability requirements;
- Allowing tandem parking and easing other parking requirements on a case-by-case basis; ~~and~~
- Allowing one water, gas, and electric meter and a single sewer line;
- Developing an amnesty program for illegal second units which will comply with code requirements; and
- Developing guidelines and prototypes of innovative design solutions. **(H15.2)**

15. Amend Implementation Action H11.2 similar to 7 above and to specify land use designations where the rental/employer housing overlay is being recommended.

~~Affordable~~ Rental and Employer Housing Overlay. Encourage the construction of rental housing and employer sponsored housing, including 3+ bedroom units, in the downtown center and identified areas of Medium High and High Density land use designations ~~the R-3/R-4 zones at affordable rental rates,~~ by providing incentives such as:

- Increased density overlays up to 50 percent (over Average Unit Density Incentive Program).
- Higher Floor Area Ratios (FAR) when such standards are developed.
- More flexibility with zoning standards, (e.g., reduced parking standards).
- Expedited Design Review process.
- Fee waivers or deferrals. **(H11.2)**

## **OPEN SPACE, PARKS AND RECREATION ELEMENT (pg. 215)**

16. Amend Policy OP2 to add “access and connectivity” of public open space as a consideration when acquiring, improving, or maintaining access from and through neighborhoods.

**Open Space, Parks, Recreation and Trails Acquisition and Maintenance Funding.** The City shall develop a variety of ways and options to support acquisition and maintenance of public open space, and new development and redevelopment shall contribute commensurate with the incremental need generated. Access and connectivity between open spaces shall be considered in future acquisition and maintenance funding.

## **HISTORIC RESOURCES ELEMENT (PG. 235)**

17. Reorder and amend Historic Resource Element policies.

18. Move Policy LG14 (and Possible Implementation Actions to be Considered) from the Land Use Element to the Historic Resources Element as HR2 and amend to address the goal of maintaining the buffer areas as Medium/High Density. Also include language to allow some flexibility for higher densities for affordable housing projects that meet historic preservation goals.

**Historic Structures.** Protect Historic structures through building height limits, reduced densities and other development standards in downtown. **(LG14 to HR2)**

Possible Implementation Actions to be Considered

Reduced Densities. The Commercial Medium/High Density land use designation shall apply to those areas within 100 feet of historic resources. Flexibility to allow increased density for rental and employer housing shall be considered on a case by case basis if consistent with historic resource preservation goals of the city. **(HR2.1)**

Stepped Back Buildings. Stepping back buildings adjacent to historic resources and residential zones in the downtown urban centers. **(LG14.1 to HR2.2)**

Form Based Codes. Implement lower height limits in conjunction with Form-Based Codes where adjacent to historic structures. **(LG14.2 to HR2.3)**

Adaptive Reuse. Encourage the adaptation of the structure for uses other than the original intended use ~~When the original use of a historic structure is no longer viable, encourage the adaptation of the structure for uses other than the original intended use.~~ **(LG14.3 to HR2.4)**

Transfer of Development Rights (TDR). Create a residential TDR program for residential properties developed with historically significant buildings to enable the preservation of historical buildings without exceeding the recommended overall allowed combined General Plan densities of the parcels involved. **(LG14.4 to HR2.5)**

Historic Resource Buffers. Adopt the following City Policies and Design Guidelines as interim measures to establish buffer zones to further protect historic resources:

- a. Require all parcels within 100 feet of a Historic Resource located within the downtown center be identified and flagged for careful consideration by decision makers prior to approval of any development application ~~including increased bonus density proposals or consideration of increased densities for rental, employer and/or Affordable housing.~~
- b. Require all development proposed within 250 feet of historic adobe structures, El Presidio State Historic Park and other significant City Landmarks and the grouping of landmarks in close proximity to El Pueblo Viejo be subject to Preservation Design Guidelines to protect these resources. Protection may require actions such as adjustments in height, bulk, or setbacks.
- c. Adopt Interim Preservation Design Guidelines within 6 months of the *Plan Santa Barbara* General Plan Update adoption that outline suggested buffer protection methods establishing specific density, distance, setback, height limits, separation and step back criteria for new development on parcels adjoining designated Historic Resources. **(LG14.5 to HR2.6)**

**Historic Resource Protection.** Identify and/or designate Historic Districts or grouping of historic resources and consider additional implementation actions listed in LG13 ~~and LG14,~~ such as

revised development standards, buffer protection and overlay zones to further protect historic resources. **(HR5 to HR3)**

Buffers. Establish permanent Historic Resource Buffers with priority focus on the historic adobe structures, the Brinkerhoff Avenue District, significant City Landmarks, and El Presidio State Historic Park. **(HR5.1 to HR3.1)**

**Development Adjoining Designated Historic Structures.** Development on parcels adjoining designated historic structures shall be designed, sited and scaled to be compatible with their historic neighbor and public enjoyment of the historic site. **(HR3 to HR4)**

Views. Review proposed buildings or additions to existing buildings on parcels adjoining designated historic structures as to how they may affect views of and from the historic structure. **(HR3.1 to HR4.1)**

19. Amend Implementation Action HR3.2 to consider harmful impacts to historic structures as a result of surrounding development.

Construction Adjacent to Historic Structures. Provide that construction activities adjacent to an important historical structure do not damage the historical structure. For projects involving substantial demolition and/or grading adjacent to an important historical structure, include any necessary measures to provide that such construction activities do not damage the historical structure, as determined in consultation with the City Urban Historian, or in approved Historic Structures Report recommendations. Such measures could include participation by a structural engineer and/or an historical architect familiar with historic preservation and construction in the planning and design of demolition or construction adjacent to important historic structures.

Where appropriate, require an evaluation study ~~and mitigation~~ for potential damage of ~~certain significant~~ historic structures (e.g., older adobe structures) ~~shall be considered~~ when adjacent development might result in a change in micro-climate of the affected historic structure. The evaluation study shall include a comparative assessment of potential harmful impacts that may result to the exterior or interior of the historic structure. Impacts to be studied may consist of the following: air circulation, humidity, temperature, heating and cooling dynamics, noise, vibration, air quality, light and shade conditions. The goal is to ensure no significant long-term harm or negative impacts would result in the condition or environment of the historic structure. **(HR3.2 to HR4.2)**

## **ENVIRONMENTAL RESOURCES ELEMENT (pg. 239)**

20. Add language to Policy ER7 that allows development within buffer areas if the City can determine that diesel emission risks can be reduced, or until the CARB develops additional regulations.

**Highway 101 Set-Back.** New development of residential or other sensitive receptors (excluding minor additions or remodels of existing homes or one unit on vacant property) on lots of record within 250 feet of U.S. Hwy 101 will be prohibited in the interim period until California Air Resources Board (CARB) phased diesel emissions regulations are implemented and/or until the City determines that diesel emission risks can be satisfactorily reduced. The City will monitor the progress of CARB efforts and progress on other potential efforts or measures to address diesel emissions risks. **(ER7)**

21. Add a new Implementation Action under policy ER25 to address Coastal Bluff Determinations to read:

Site Specific Coastal Bluff Location Analysis. Any mapped illustration, description of, or reference to a “coastal bluff” in the *Plan Santa Barbara* planning, background, or environmental documents should trigger the requirement for professional site-specific coastal bluff location analysis as part of the application for development on a parcel, rather than to be a conclusive determination that a “coastal bluff” now exists, or at any time during the historic record has existed, on that parcel.

22. Add back as Implementation Action ER 17.3 the following draft program from the March 2010 Draft GPU that was inadvertently left out of the September 2010 Draft GPU:

Floodplain Mapping Update. Update the Flood Insurance Rate Maps (FIRM) floodplain boundaries for Special Flood Hazard Areas such as the Mission and Sycamore creek drainages and Area A near the Estero.

23. Amend Implementation Action ER27.1 to read:

Underground Utilities. Cooperate with developers and utility companies to underground as many as possible overhead utilities in the city by 2030. Establish a listing of priority street segments with realistic target dates in the capital improvements program and continue to support neighborhood efforts for undergrounding.

#### **CIRCULATION ELEMENT (pg. 257)**

24. Amend the following Circulation Element Policies and Implementation Action to read:

Transportation Infrastructure Enhancement and Preservation. Assess the current and potential demand for alternative transportation and where warranted increase the availability and attractiveness of alternative transportation by improving related infrastructure and facilities without reducing vehicle access. **(C1)**

Circulation Improvements. Where existing or anticipated congestion occurs, improve traffic flow in conjunction with providing improved access for pedestrians, bicycles and public and private transit through measures that might include physical roadway improvements, and Travel Demand Management (TDM) strategies and others. **(C6)**

Downtown Public Parking Pricing. Work with ~~Downtown~~ stakeholders to develop a public on-street parking program that will reduce commuter use of the customer parking supply and increase the economic vitality of Downtown. **(C6.4)**

#### **PUBLIC SERVICES AND SAFETY ELEMENT (pg. 269)**

25. Amend Implementation Action PS10.1 as follows to allow 65 dB(A) as the noise guideline for residential land uses but maintain the noise guideline as 60 dB(A) in single family residential zones.

**Noise Guidelines for Residential Zones.** Take into consideration the surrounding existing and future legal land uses in establishing noise standards for residential uses. **(PS10)**

Possible Implementation Actions to be Considered

Noise Levels. Update the General Plan Noise Element Land Use Compatibility Guidelines including establishing 65 dB(A) CNEL as the appropriate maximum outdoor noise level for residential land uses in commercial and multi-family zones while maintaining 60 dB(A) CNEL in single family zones. This ambient noise guideline for residential building construction shall assure indoor noise levels meet building code requirements of 45 dB(A) level. **(PS10.1)**

26. Add Implementation Action 10.3 to assess noise effects caused by non-residential activities and events in residential neighborhoods.

Neighborhood Noise Reduction. To further General Plan policies for maintaining quiet, high quality neighborhoods, require more detailed noise assessments for proposed special, conditional, and institutional uses with activities and events that may cause noise effects to residential neighborhoods. **(PS10.3)**

27. Add the following Policy to Public Services and Safety Element:

**Fire Prevention and Creek Restoration.** Coordinate fire prevention and creek protection planning through the development of a set of best practices, within and adjacent to creek corridors. **(PS14)**