

**CITY OF SANTA BARBARA  
CITY COUNCIL**

**Helene Schneider**  
*Mayor*  
**Randy Rowse**  
*Mayor Pro Tempore*  
**Grant House**  
*Ordinance Committee Chair*  
**Dale Francisco**  
*Finance Committee Chair*  
**Frank Hotchkiss**  
**Cathy Murillo**  
**Bendy White**



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

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

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

**OCTOBER 8, 2013  
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.

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

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### CEREMONIAL ITEMS

1. **Subject: Proclamation Declaring October 11, 2013, As International Day Of The Girl (120.04)**

### CHANGES TO THE AGENDA

### PUBLIC COMMENT

### CONSENT CALENDAR

2. **Subject: Minutes**

Recommendation: That Council waive the reading and approve the minutes of the regular meeting of September 24, 2013.

3. **Subject: Local Coastal Program Amendment For 415 Alan Road (650.04)**

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Approving A Local Coastal Program Amendment for the Property at 415 Alan Road - Parcel B.

4. **Subject: Recommendation By The Fire And Police Commission To Modify The City's Tow Service Rules And Regulations (520.04)**

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Approving Changes Made to the Tow Rules and Regulations by the Fire and Police Commission Pursuant to Santa Barbara Municipal Code Chapter 5.30.

## CONSENT CALENDAR (CONT'D)

**5. Subject: Introduction Of Ordinance For Consent To Sublease Amendment Between Signature Flight Support Corporation And Fidelity National Financial, Inc. (330.04)**

Recommendation: That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving and Authorizing the Airport Director to Execute a Consent to Amendment of Sublease No. 200855 Between Signature Flight Support Corporation, a Delaware Corporation, and Fidelity National Financial, Inc., a Delaware Corporation, Dated as of October 15, 2013, Amending the "Term" of the Sublease to Make it Coterminous With That of the Master Lease, July 31, 2016.

**6. Subject: Adoption Of Ordinance For Gas Franchise (380.02)**

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Granting Southern California Gas Company a Franchise to Install, Use, Maintain, Repair and Replace Pipes and Appurtenances for the Purpose of Transmitting and Distributing Natural Gas for Any and All Purposes Within the City of Santa Barbara.

**7. Subject: Fiscal Year 2014 Interim Financial Statements For The Two Months Ended August 31, 2013 (250.02)**

Recommendation: That Council accept the Fiscal Year 2014 Interim Financial Statements for the Two Months Ended August 31, 2013.

**8. Subject: Professional Services Agreement To Conduct Recruitment And Selection Process For A New City Attorney (450.01)**

Recommendation: That Council:

- A. Approve, and authorize the City Administrator to execute, an agreement with Ralph Andersen and Associates to conduct a City Attorney recruitment and selection process for a total cost not to exceed \$29,500; and
- B. Allocate \$29,500 from the Appropriated Reserve of the General Fund to the Mayor & Council's Fiscal Year 2014 budget to cover recruitment costs for a new City Attorney.

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

### **9. Subject: Contract For Development Of Wastewater Collection System Hydraulic Computer Model (540.13)**

Recommendation: That Council approve and authorize the Public Works Director to execute a contract with Water Systems Consulting, Incorporated, in the amount of \$183,845 for Wastewater Collection System hydraulic modeling services, and approve expenditures of up to \$18,385 for extra services of Water Systems Consulting, Incorporated, that may result from necessary changes in the scope of work, for a total of \$202,230.

## **NOTICES**

10. The City Clerk has on Thursday, October 3, 2013, 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.
11. A City Council site visit scheduled for Monday, October 14, 2013, at 1:30 p.m. to the property located at 2946 De La Vina Street, has been cancelled due to withdrawal of the appeal.

**This concludes the Consent Calendar.**

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

### **COMMUNITY DEVELOPMENT DEPARTMENT**

### **12. Subject: Rancho Arroyo Specific Plan Amendment And Zone Change Initiation (640.09)**

Recommendation: That Council:

- A. Initiate an Amendment to the Rancho Arroyo Specific Plan to allow the following additional uses on Area A-2 (251 S. Hope Avenue/Assessor's Parcel No. 051-240-008): State-Licensed Senior Residential Care Facility with a Conditional Use Permit, Community Benefit Housing, and Recreation/Open Space; and
- B. Initiate a Zone Change to Rancho Arroyo Specific Plan Area A-2 (251 S. Hope Avenue/Assessor's Parcel No. 051-240-008) from E-3 (One Family Residence Zone) to R-3 (Limited Multiple Family Residence Zone).

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

### PARKS AND RECREATION DEPARTMENT

- 13. Subject: Resolution And Appropriation Of \$1,050,000 For Purchase Of Property At 3780 Foothill Road And Initial Planning Costs For A Creek Restoration And Water Quality Improvement Project (540.14)**

Recommendation: That Council:

- A. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Accepting Real Property Located at 3780 Foothill Road, and Authorizing the Parks and Recreation Director to Execute an Agreement for Acquisition of Real Property with Escrow Instructions and All Related Documents That May Be Required, All Subject to Review and Approval as to Form by the City Attorney, Relating to a Future Creek Restoration and Water Quality Improvement Project, and Consenting to the Recordation of the Related Deed in the Official Records, County of Santa Barbara; and
- B. Increase appropriations by \$1,050,000 in the Creeks Restoration and Water Quality Improvement Fund from available reserves to cover the purchase of real property located at 3780 Foothill Road and associated conservation and access easements, and related escrow, testing, inspection, and preliminary planning costs.

## COUNCIL AND STAFF COMMUNICATIONS

## COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS

## CLOSED SESSIONS

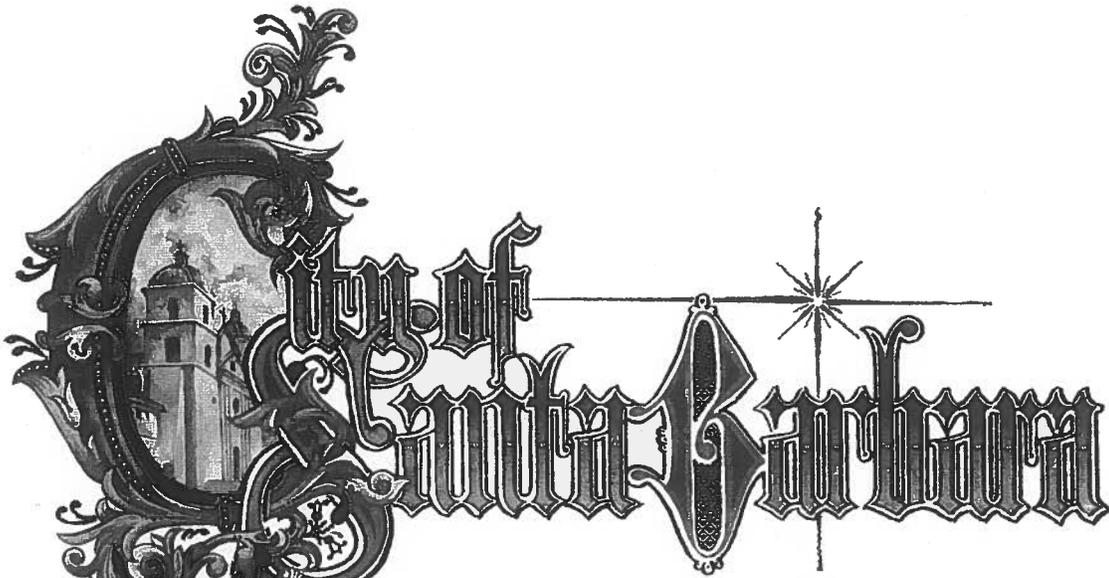
- 14. Subject: Conference With Legal Counsel - Pending Litigation (160.03)**

Recommendation: That Council hold a closed session to consider pending litigation pursuant to subsection (d)(1) of section 54956.9 of the Government Code and take appropriate action as needed. The pending litigation is *Rolland Jacks, et al., v. City Of Santa Barbara, SBSC Case No. 1383959*.

Scheduling: Duration, 15 minutes; anytime

Report: None anticipated

## ADJOURNMENT



**PROCLAMATION**

**INTERNATIONAL DAY OF THE GIRL  
October 11, 2013**

*WHEREAS, On December 19, 2011, the United Nations General Assembly adopted a Resolution to declare October 11<sup>th</sup> as **International Day of the Girl**, to recognize girls' rights and the unique challenges girls face around the world; and*

*WHEREAS, The **International Day of the Girl** is dedicated to educating and helping girls overcome obstacles by empowering them to be 'Strong, Smart and Bold!' while urging them to realize their potential and follow their dreams; and*

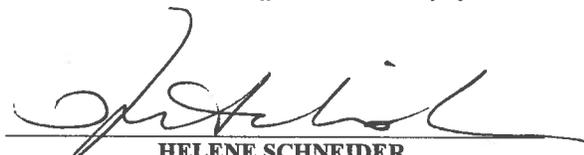
*WHEREAS, In an attempt to advocate for gender equality in the world, Girls Inc. of Greater Santa Barbara and other local and state agencies have brought the celebration of the **International Day of the Girl** to Santa Barbara; and*

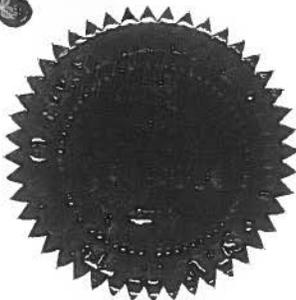
*WHEREAS, In 2012 Girls Inc. of Greater Santa Barbara served 1,101 girls in ages ranging from 5 to 18, and distributed over \$400,000 in scholarship support; and*

*WHEREAS, On behalf of the City of Santa Barbara, I am proud to join Girls, Inc. of Greater Santa Barbara in celebration of **International Day of the Girl**, and I wish to thank all of our City's girls and women for their contributions to our City.*

**NOW, THEREFORE, I, HELENE SCHNEIDER**, by the power vested in me as Mayor for the City of Santa Barbara in the State of California, do hereby proclaim October 11, 2013, as **International Day of the Girl**.

**IN WITNESS WHEREOF, I HELENE SCHNEIDER** have hereunto set my hand and caused the Official Seal of the City of Santa Barbara, California, to be affixed this 11<sup>th</sup> day of October, 2013.

  
**HELENE SCHNEIDER**  
Mayor





# CITY OF SANTA BARBARA CITY COUNCIL MINUTES

## REGULAR MEETING September 24, 2013 COUNCIL CHAMBER, 735 ANACAPA STREET

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### CALL TO ORDER

Mayor Helene Schneider called the meeting to order at 2:00 p.m. (The Finance Committee and Ordinance Committee which ordinarily meet at 12:30 p.m., did not meet on this date.)

### PLEDGE OF ALLEGIANCE

Mayor Schneider.

### ROLL CALL

Councilmembers present: Dale Francisco, Frank Hotchkiss, Grant House, Cathy Murillo, Randy Rowse, Mayor Schneider.

Councilmembers absent: Bendy White.

Staff present: City Administrator James L. Armstrong, City Attorney Stephen P. Wiley, Deputy City Clerk, Deborah L. Applegate.

### PUBLIC COMMENT

Speakers: David Daniel Diaz.

### CONSENT CALENDAR (Item Nos. 1-12)

The titles of the resolution and ordinance related to the Consent Calendar items were read.

Motion:

Councilmembers Murillo/House to approve the Consent Calendar as recommended.

Vote:

Unanimous roll call vote (Absent: Councilmember White).

**1. Subject: Minutes**

Recommendation: That Council waive the reading and approve the minutes of the regular meeting of September 10, 2013.

Action: Approved the recommendation.

**2. Subject: Adoption Of Ordinance For Lease Agreement With Jacob Stern & Sons, Inc. (330.04)**

Recommendation: That Council adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving and Authorizing the Airport Director to Execute a Twenty (20) Year Lease Agreement Between the City of Santa Barbara and Jacob Stern and Sons, Inc., a Pennsylvania Corporation, for a monthly rental of \$811, adjusted to market rate every five years, for 15,015 Square Feet of Land at 101 Cyril Hartley Place, at the Santa Barbara Airport, to Take Effect on the Effective Date of the Ordinance.

Action: Approved the recommendation; Ordinance No. 5633; Agreement No. 24,623.

**3. Subject: Fiscal Year 2014 Interim Financial Statements For The One Month Ended July 31, 2013 (250.02)**

Recommendation: That Council accept the Fiscal Year 2014 Interim Financial Statements for the One Month Ended July 31, 2013.

Action: Approved the recommendation. (September 24, 2013, report from the Finance Director).

**4. Subject: August 2013 Investment Report (260.02)**

Recommendation: That Council accept the August 2013 Investment Report.

Action: Approved the recommendation. (September 24, 2013, report from the Finance Director).

**5. Subject: Approval Of Emergency Purchase Order For Jimeno Road Storm Drain Repair (530.04)**

Recommendation: That Council approve an Emergency Purchase Order to Lash Construction, Inc., in the amount of \$33,048.63 to repair a failed City storm drain and resulting sinkhole on Jimeno Road.

Action: Approved the recommendation; Agreement No. 24,624 (September 24, 2013, report from the Public Works Director).

**6. Subject: Pledge Wastewater Fund Net Revenue To Payment Of Clean Water State Revolving Fund Financing Agreement (540.13)**

Recommendation: That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Pledging the Wastewater Fund Net Revenue to Payment of a Clean Water State Revolving Fund Financing Agreement.

Action: Approved the recommendation: Resolution No. 13-083 (September 24, 2013, report from the Public Works Director).

**7. Subject: Approval Of Benefit Plans Effective January 1, 2014 (430.06)**

Recommendation: That Council:

- A. Approve renewal of the Aetna and Kaiser Permanente medical plans; Delta Dental Plans; Vision Service Plan; Employee Assistance Program (EAP); Flexible Spending Accounts; and Hartford Life and Disability Insurance Plans; and
- B. Authorize the Assistant City Administrator to execute any necessary agreements for renewals with current carriers, and with Empyrean Benefit Solutions, for replacement benefits administration contract services.

Action: Approved the recommendations; Agreement Nos. 24,625 and 24,626 (September 24, 2013, report from the Administrative Services Director).

**8. Subject: Contract For Final Design For Fleet Management Facility (320.01)**

Recommendation: That Council authorize the Public Works Director to execute a professional services contract with Kruger Benson Zeimer Architects in the amount of \$30,350 for final design (drawings and specifications) for the Fleet Management Restroom and Service Reception Remodel, and approve expenditures up to \$3,035 for extra services by Kruger Benson Zeimer Architects that may result from necessary changes in the scope of work.

Action: Approved the recommendation; Agreement No. 24,627 (September 24, 2013, report from the Public Works Director).

**9. Subject: Set A Date For Public Hearing Regarding Appeal Of Parks And Recreation Commission Denial For 2946 De La Vina Street (570.08)**

Recommendation: That Council:

- A. Set the date of October 15, 2013, at 2:00 p.m. for hearing the appeal filed by Daniel Waldman, Foothill Pacific, LLC, of the Parks and Recreation Commission denial of an application for the removal of one (1) *Pinus canariensis*, Canary Island Pine, located at 2946 De La Vina Street; and
- B. Set the date of October 14, 2013, at 1:30 p.m. for a site visit to the property located at 2946 De La Vina Street.

Action: Approved the recommendation.

**10. Subject: Set A Date For Public Hearing Regarding Appeal Of Planning Commission Certification Of The Final Environmental Impact Report (EIR) For The City's Proposed Single-Use Carryout Bag Ordinance (640.07)**

Recommendation: That Council set the date of October 1, 2013, at 2:00 p.m. for hearing the appeal filed by Stephen Joseph, representing the Save the Plastic Bag Coalition, of the Planning Commission's certification of the Final Environmental Impact Report (EIR) for the City's proposed Single-Use Carryout Bag Ordinance.

Action: Approved the recommendation.

**NOTICES**

- 11. The City Clerk has on Thursday, September 19, 2013, 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.
- 12. Receipt of communication advising of vacancy created on the Santa Barbara Youth Council with the resignation of Erin Linehan; the vacancy will be part of the current City Advisory Group recruitment.

This concluded the Consent Calendar.

Councilmember House arrived at the meeting at 2:06 p.m.

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

### **FINANCE DEPARTMENT**

#### **13. Subject: Status Report On Resource Recovery Project (630.01)**

Recommendation: That Council receive a report from the Environmental Services Manager regarding the status of the Resource Recovery Project.

Documents:

- September 24, 2013, report from the Finance Director.
- PowerPoint presentation prepared by Staff.

Speakers:Staff: Environmental Services Manager Matt Fore.

By consensus, the City Council received the report.

## **COUNCILMEMBER COMMITTEE ASSIGNMENT REPORTS**

Information:

- Councilmember Rowse reported on his participation in the United Way of Santa Barbara County's Fun in The Sun summer reading program where he read to first and second grade children.
- Councilmember White reported that the Planning Commission met to continue the review of the Zoning Information Reports discussions.
- Councilmember House reported his attendance at the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON) Board meeting where they discussed the need for dredges to be available on the west coast. He reported that the board and staff are working diligently to obtain federal support and funding for other cities impacted by this need.
- Mayor Schneider reported on her attendance, along with Councilmember Murillo and City Administer James Armstrong, at the League of California Cities 2013 Annual Conference and Expo in Sacramento. She recognized staff for all their hard work in getting the City parking lots returned to the City.

## **CLOSED SESSIONS**

#### **14. Subject: Conference with Real Property Negotiators (330.03)**

Recommendation: That Council hold a closed session pursuant to Government Code Section 54956.8 to consider the possible lease of real property.

Real Property: A portion of the City-owned property located at 631 Garden Street in the City of Santa Barbara (APN 031-152-033).

(Cont'd)

**14. (Cont'd)**

City Negotiators: Paul Casey, Assistant City Administrator/Community Development Director; Nina Johnson, Assistant to the City Administrator; Stephen P. Wiley, City Attorney; Sarah Knecht, Assistant City Attorney.

Negotiating Parties: Santa Barbara Arts Collaborative.

Under Negotiation: Instructions to negotiators regarding the price and terms of payment of a possible ground lease.

Scheduling: Duration, 30 minutes; anytime

Report: None anticipated

Documents:

September 24, 2013, report from the City Attorney.

Time:

3:05 p.m. – 3:27 p.m.

No report made.

**15. Subject: Conference With Labor Negotiator (440.05)**

Recommendation: That Council hold a closed session, per Government Code Section 54957.6, to consider instructions to City negotiator Kristy Schmidt, Employee Relations Manager, regarding negotiations with the General Bargaining Unit, Treatment and Patrol Bargaining Units, Hourly Bargaining Unit, Police Management Association, and regarding salaries and fringe benefits for certain unrepresented management and confidential employees.

Scheduling: Duration, 30 minutes; anytime

Report: None anticipated

Documents:

September 24, 2013, report from the Assistant City Administrator.

Time:

3:27 p.m. – 4:05 p.m.

No report made.

**16. Subject: Conference with Real Property Negotiators (330.03)**

Recommendation: That Council hold a closed session pursuant to Government Code Section 54956.8 to consider the possible purchase of an option in real property.

Real Property: 420 East De La Guerra Street, Santa Barbara, California (APN 031-092-022).

City Negotiators: Paul Casey, Assistant City Administrator/Community Development Director; Stephen P. Wiley, City Attorney; Sarah Knecht, Assistant City Attorney.

Negotiating Parties: Housing Authority of the City of Santa Barbara.

Under Negotiation: Price and terms of payment for the purchase of an option in real property.

Scheduling: Duration, 20 minutes; anytime

Report: None anticipated

Documents:

September 24, 2013, report from the Community Development Business Manager and Assistant City Attorney.

Time:

4:05 p.m. – 4:30 p.m.

No report made.

**ADJOURNMENT**

Mayor Schneider adjourned the meeting at 4:30 p.m.

SANTA BARBARA CITY COUNCIL

SANTA BARBARA  
CITY CLERK'S OFFICE

\_\_\_\_\_  
HELENE SCHNEIDER  
MAYOR

ATTEST: \_\_\_\_\_  
DEBORAH L. APPLIGATE  
DEPUTY CITY CLERK



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

**FROM:** Planning Division, Community Development Department

**SUBJECT:** Local Coastal Program Amendment For 415 Alan Road (Replacing Resolution No. 12-058)

### RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Approving a Local Coastal Program Amendment for the Property at 415 Alan Road – Parcel B.

### DISCUSSION:

On January 31, 2012, Council upheld the appeal of Steven Amerikaner, agent for Mr. and Mrs. Andrew Seybold, overturning the Planning Commission's denial of their request for a two-lot subdivision located at 415 Alan Road, and approved the project, which included General Plan and Local Coastal Program (LCP) Amendments, and a Rezone for Parcel B of the two lot subdivision. The necessary LCP Amendment and Rezone were adopted by Council on February 14, 2012.

On August 20, 2012, staff submitted a LCP Amendment to the California Coastal Commission. Coastal Commission staff responded on October 23, 2012, indicating that the application was incomplete, in part, because the City Council Resolution approving the LCP Amendment for 415 Alan Road – Parcel B did not clearly state: 1) that the City intends to carry out the LCP in a manner fully consistent with the Coastal Act, and; 2) when the LCP Amendment becomes effective (e.g. after Coastal Commission action or by a subsequent local action). While this information was included within all of the documents that Council considered as part of their action, and staff believes that no changes are necessary, Coastal Commission staff will not deem the application complete unless these items are in the Resolution. Therefore, the simplest course of action is to prepare a new resolution that incorporates the two items requested by Coastal Commission staff. These additional items are technical in nature, and do not change the Council's action in any way. This resolution will supersede Resolution No. 12-058.

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Local Coastal Program Amendment For 415 Alan Road (Replacing Resolution  
No. 12-058)  
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**PREPARED BY:** Peter Lawson, Associate Planner

**SUBMITTED BY:** Paul Casey, Assistant City Administrator

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

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

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
SANTA BARBARA APPROVING A LOCAL COASTAL  
PROGRAM AMENDMENT FOR THE PROPERTY AT 415  
ALAN ROAD – PARCEL B

WHEREAS, the City accepted an application from Patsy Stadleman, Agent for Andrew Seybold, in order to process a request for a Local Coastal Program Amendment for a property located at 415 Alan Road;

WHEREAS, on June 11, 2009, the Planning Commission held a duly noticed public hearing to consider a request for initiation of General Plan and Local Coastal Program Amendments, and Rezone and no one spoke regarding the project;

WHEREAS, on June 11, 2009, the Planning Commission denied a request to initiate General Plan and Local Coastal Program Amendments, and Rezone;

WHEREAS, on November 9, 2009, the City Council held a duly noticed public hearing to consider an appeal by the applicant of the Planning Commission decision and no one spoke regarding the project;

WHEREAS, on November 9, 2009, the City Council upheld the appeal of the applicant and initiated the General Plan and Local Coastal Plan Amendments, and Rezone of the subject parcel;

WHEREAS, on March 3, 2011, the Planning Commission held a duly noticed public hearing to consider an application for a Lot Area Modification, Tentative Subdivision Map and Coastal Development Permit, and recommendation to City Council for the General Plan and Local Coastal Program Amendments, and Rezone for the subject parcel and one person spoke regarding the project;

WHEREAS, on March 3, 2011, the Planning Commission denied a request for a Lot Area Modification, a Tentative Subdivision Map and a Coastal Development Permit because a majority could not support a recommendation of approval for the General Plan and Local Coastal Program Amendments, and Rezone;

WHEREAS, on March 11, 2011 Steve Amerikaner of Brownstein Hyatt Farber Schreck, LLP, on behalf of Andrew Seybold, appealed the Planning Commission denial of the project;

WHEREAS, on January 31, 2012, the City Council held a duly noticed public hearing on the appeal. After the public hearing, the City Council upheld the appeal and approved the Lot Area Modification (Parcel A), a Tentative Subdivision Map and a Coastal Development Permit;

WHEREAS, on January 31, 2012, the City Council held a duly noticed public hearing to consider a Local Coastal Program Amendment and Rezone proposed in conjunction with the project, and concluded that the Local Coastal Program Amendment is consistent with the goals and objectives of the City's General and Local Coastal Plans;

WHEREAS, the City Council has conducted a duly noticed public hearing pursuant to the provisions of Chapter 3, Title 7 of the Government Code of the State of California;

WHEREAS, the City Council has received and accepted a proposed amendment to the current Zoning Map and General Plan; and

WHEREAS, the City Council has reviewed and considered all materials and exhibits in the current record relative to this amendment, including, the project, and all staff reports.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA AS FOLLOWS:

SECTION 1. The Local Coastal Program of the City of Santa Barbara is hereby amended to change the land use designation of the northerly portion of APN 041-091-024 (Parcel B) to Residential (three (3) units per acre).

SECTION 2. The City Council makes the following findings with respect to amending the City's Local Coastal Program:

A. Local Coastal Program Amendment:

1. The amendment is consistent with the policies of the California Coastal Act.
2. The amendment is consistent with the City of Santa Barbara Local Coastal Plan Map.
3. The amendment is consistent with the Chapter 3 (commencing with Section 30200) Policies of the Coastal Act regarding public access and public recreation, because the project will not impede public access to the coast, and there will be minimal effects on public recreation.

SECTION 3. With the Rezone Ordinance (City Ordinance Number 5580) duly adopted by the City Council on February 14, 2012, the Local Coastal Program Amendment shall take effect automatically upon the California Coastal Commission approval pursuant to Public Resources Code Sections 30512, 30513, and 30519

SECTION 4. The City shall carry out the Local Coastal Program Amendment consistent with the California Coastal Act.

SECTION 5. This Resolution supersedes Resolution Number 12-058, which was adopted on February 14, 2012.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

**FROM:** Administrative Services, Police Department

**SUBJECT:** Recommendation By The Fire And Police Commission To Modify The City's Tow Service Rules And Regulations

### RECOMMENDATION:

That Council adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Approving Changes Made to the Tow Rules and Regulations by the Fire and Police Commission Pursuant to Santa Barbara Municipal Code Chapter 5.30.

### DISCUSSION:

When towing vehicles in the City of Santa Barbara the Police Department utilizes approved local tow service operators. This process is defined in Santa Barbara Municipal Code 5.30.050 and is governed by the Board of Fire and Police Commissioners (Board) Tow Rotation List Rules and Regulations.

On August 22, 2013, the Board approved changes to tow rotation information in the Tow Rules and Regulations. These changes were the result of a collaborative effort between the Santa Barbara Police Department and the tow service operators.

The changes were in the following areas:

- Minimum requirements established, for equipment, facilities, and qualifications of tow truck drivers
- Protocol of annual inspections by the California Highway Patrol of the tow trucks to enhance safety
- Requires that Disciplinary actions clearly defined
- Fees be waived by a tow company for tows determined to be a mistake by the SBPD (a very rare occurrence)
- Roles and responsibilities of the tow compliance officer clarified

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Recommendation By The Fire And Police Commission To Modify The City's Tow Service  
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- Established criteria for vehicles donated to Fire and Police Departments  
for training purposes

Minor edits and corrections were also made during this process.

**PREPARED BY:** Kenneth Kushner, Police Sergeant

**SUBMITTED BY:** Camerino Sanchez, Chief of Police

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

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

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING CHANGES MADE TO THE TOW RULES AND REGULATIONS BY THE FIRE AND POLICE COMMISSION PURSUANT TO SANTA BARBARA MUNICIPAL CODE CHAPTER 5.30

WHEREAS, on August 22, 2013, at a meeting of the Santa Barbara Fire and Police Commission, the Commission unanimously voted to approve prepared revisions to the Santa Barbara Police Department (SBPD) Tow Rotation List Rules and Regulations pursuant to Santa Barbara Municipal Code Chapter 5.30; and

WHEREAS, the rules for the SBPD Tow Service Rotation List apply in addition to the requirements of Santa Barbara Municipal Code rules governing all tow service operators. When towing a vehicle in the City of Santa Barbara the Police Department uses approved local tow service operators, who in turn agree to comply with the Tow Rotation List Rules and Regulations. Participation in the SBPD Tow Rotation Program is voluntary, however, compliance with the terms and conditions of the Rules and Regulations is mandatory for all participating operators; and

WHEREAS, the Fire and Police Commission approved changes on August 22, 2013, that include for all fees to be waived by a tow company for tows determined to be a mistake by the SBPD, and for the Tow Rotation List to contain a maximum of seven (7) tow operators with no requirement of a minimum number of tow operators. In addition, changes were made that establish a protocol for annual inspections by the California Highway Patrol of the tow trucks to enhance safety.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA THAT in accordance with Chapter 5.30 of the Santa Barbara Municipal Code, the City Council approves changes to the Santa Barbara Police Department Tow Rotation List Rules and Regulations attached hereto as Exhibit A and dated as of October 8, 2013.

City of Santa Barbara Board of Fire and Police Commissioners  
**SANTA BARBARA POLICE DEPARTMENT TOW ROTATION LIST**  
**Rules and Regulations**

## **1. GENERAL**

These rules for the Santa Barbara Police Department Tow Service Rotation List are *in addition* to the Santa Barbara Municipal Code and the Fire and Police Commission's rules governing all tow service operators. The Fire and Police Commission shall have complete authority to include a tow service operator (hereinafter called "operator") on the Tow Service Rotation List (hereinafter called "List")

Operators agree to comply with the Rules and Regulations as set forth in this document. Participation in the SBPD Tow Rotation Program is voluntary. However, compliance with the terms and conditions of the Rules and Regulations is **mandatory** for all participating companies. Furthermore, the operator agrees that failure by the operator or the operator's agent to comply with these terms and conditions shall be cause for written reprimand, suspension, or termination from the List.

## **2. BASIC REQUIREMENTS**

- A. Operators desiring inclusion on the List must first meet the requirements and standards contained herein.
- B. Any Operator applying for inclusion on the List shall have a minimum of three (3) verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period to qualify. Verifiable years of for-hire experience shall be decided by the Chief of Police or the Chief's designee on behalf of the Santa Barbara Police Department. (Hereinafter, the Chief of Police, a Chief's designee, and the Santa Barbara Police Department shall all be referred to collectively as "SBPD").
- C. Pursuant to Santa Barbara Municipal Code section 5.30.020(a) all operators shall have had a valid business license and Tow Operator Permit issued by the City of Santa Barbara ("City") for a period of at least 3 years prior to application for inclusion.
- D. New operators (on the list) and their employees shall be fingerprinted for the purposes of conducting criminal history inquiries and they shall pay the standard fingerprinting fees associated with the fingerprinting and criminal history check process.
- E. Operators on the List shall have a sufficient number of tow trucks to provide service for the city and shall include at minimum (1) 25,500 GVW wrecker and (1) flat-bed. Additional equipment should be considered by the operator to ensure a specific equipment request by the SBPD can be fulfilled.
  - a. Should an operator be summoned to tow a vehicle that exceeds the capability of their equipment, the responding operator will have the opportunity to request service from another company currently approved to tow for the SBPD rotation. The assisting company will ultimately decide whether they will take possession of the vehicle or complete a tow to the storage facility of the original responding operator. Any charges incurred between companies must remain consistent with SBPD approved towing rates.
  - b. The SBPD will recognize the summoned operator as the company responsible for the impounded vehicle. Should the assisting company take possession, the SBPD must be notified within (1) hour from the time of the tow. Liability will be upheld among companies assisting one another in accordance with state and local laws. The SBPD shall not indemnify the companies against any claims made.

- F. Operators on the List shall have, at minimum, 20,000 square feet of storage space available which will allow for both indoor (Evidence) and outdoor storage. The minimum square footage can be achieved by the combination of a maximum of two non-contiguous storage facilities. However, pursuant to 5.30.030 (b) M.C. the office shall be located on, at least, one of the storage yard properties.
- G. The operator shall respond to calls 24 hours a day, 7 days a week, within the maximum response time limits specified in section 7(F) of these Rules and Regulations.
- H. The maximum rates to be charged for services while conducting tow operations for the SBPD shall not exceed those rates established by the Commission. Refer to the current schedule. Operators shall familiarize their employee(s) with these rates and have available a copy of the rate schedule in their tow unit. Operators shall adhere to the filing of rates and charges pursuant to Santa Barbara Municipal code Section 5.30.040 (b), which states "Applicants for towing operation permits shall file a schedule of maximum rates and charges for each service offered with their application. No charge more than the rates and charges specified in such schedule shall be made except as herein provided. Changes in maximum rates and charges shall be made by written notice containing the new schedule of rates and charges to the Board at least ten days prior to becoming effective. A duplicate copy of such notice shall be posted for a period of ten days in the office next to the posted schedule of the existing rates and charges. Upon the expiration of the ten-day period, the maximum rate and charge schedule shall be changed in accordance with such notice." Note, for Emergency and Involuntary requested maximum tow rates, Operators shall adhere to Santa Barbara Municipal code Section 5.30.040 (c), which states "Maximum rates and charges for any emergency or involuntary towing assignment shall be subject to the prior approval of the Board. The approval of said rates and charges shall become effective thirty (30) days after the action of the Board is final unless an appeal is perfected pursuant to §5.30.090."
- I. Operators who do business at the request of any City employee or official acting in his/her official capacity shall have liability insurance with minimum requirements established by the City and shall name the City, its officers, employees and agents as named or additional insured for the operations conducted pursuant to SBMC Chapter 5.30. A copy of the operators Certificate of insurance shall be filed with the City's Risk Manager and the Commission for approval. Furthermore, all Permittees under this chapter who do towing at the request of any City employee or official acting in his official capacity shall have the liability insurance with the minimum requirements established by the City and shall name the City, its officers, employees and agents as named or additional insured's for operations conducted pursuant to SBMC Section 5.30.130.
- J. As a condition of possessing a towing permit and being placed on the tow rotation list, operators shall agree to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all losses, damages, liabilities, claims, demands, detriments, costs, charges, and expenses (including attorneys' fees) and causes 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 or bodily injury or death to any persons arising out of Permittee's operations authorized pursuant to SBMC Section 5.30.140.
- K. Operators on the List shall be responsible for the acts of their employees while on duty. Operators shall be responsible and liable for any loss due to theft or damage to vehicles in their possession.
- L. Each operator on the list shall furnish, at the operator's expense, twelve (12) vehicles per calendar year for use by the Santa Barbara City Fire Department (SBFD) and the SBPD. Said vehicles shall be owned by the operator, shall have cleared the lien process, and have no detainer against them at the time of donation. Vehicles will be delivered and removed from the SBFD Training Facility located at 30 South Olive Street, Santa Barbara CA 93103, and/or other locations at the direction of authorized SBFD and SBPD personnel, at the sole expense of the operator.
- M. Each Operator on the List shall familiarize his employees with these rules and maintain a copy in each tow unit.

### **3. APPLICATIONS FOR INCLUSION ON THE LIST**

- A. Operators wishing to be included on the List shall file a letter of request with the Commission with the following information:
  - a. Name of Company, address, and telephone number.
  - b. Address of storage yard(s), building, and lease or ownership documents.
  - c. Type, size, and number of trucks and equipment available, with photographs of each.
  - d. Amount of liability insurance and Workers Compensation insurance, name, and address of carriers.
  - e. Name, address, telephone number, and arrest history of all employees, and a completed Tow Driver Registration form for all drivers who will conduct business and towing services for the company.
  - f. Length of time in business.
- B. Prior to acceptance of an operator on the List, the equipment and storage areas will be inspected by the Chief of Police or his designee to determine if the applicant has adequate space for indoor and outdoor storage, and to ensure that the equipment conforms to the requirements of the California Vehicle Code and all of the requirements of these rules.

### **4. PERSONNEL**

- A. Training: The operator shall ensure tow truck drivers responding to calls initiated by the SBPD are competent and have completed a Tow Service Agreement Advisory Committee (TSAAC) approved tow truck driver training program prior to towing vehicles for the SBPD.
  - a. The TSAAC-approved tow truck driver training course list is contained in Attachment A of these rules. Acceptable tow truck driver training programs shall be approved by the TSAAC.
  - b. Documentation of a completed tow truck driver training program shall be submitted to the SBPD for each driver employed.
  - c. Tow truck driver training documentation should be for the appropriate class of tow truck (e.g., a Class D driver should have heavy duty tow truck driver's training documentation).
- B. Driver Registration: As a condition of employment by any company on the List, every driver offered employment by any Operator must complete a Tow Driver Registration form.
  - a. Information on the form will include, but is not limited to: name, current address, current contact phone number(s), CA Driver's License information, and any further information required by the Police Department, or for fingerprinting and/or background purposes.
  - b. This form must be submitted to the SBPD "**before**" a driver may begin work at any company on the List.
  - c. SBPD must be notified in writing within 7 days of any changes to any information provided on the Registration form for any driver by the driver and owner of the company.
- C. Age & Qualifications: Tow truck drivers shall be at least 18 years of age and shall possess the proper class of license and endorsements for the towed and towing vehicle.
- D. Uniforms: While on duty, drivers for any company on the List must wear an identifiable uniform, either a shirt or coveralls, branded with the company name that clearly displays the driver's name.
- E. Personal Appearance: All employees employed by a company on the List shall maintain a professional image at all times while on duty.
  - a. All employees hired by company on the list agree to practice good hygiene and grooming;
  - b. Drivers shall not wear an excessively dirty or torn uniform;

- c. Employees are prohibited from displaying inappropriate, offensive, profane, or gang-related body art;
  - d. Employees shall not wear, possess, or display any gang-related clothing or other items while on duty.
- F. Safety Garments: SBPD List tow truck drivers shall wear appropriate warning garments (e.g., vests, jackets, shirts, retro-reflective clothing) at all times in accordance with California Code of Regulations, Title 8, Section 1598. If the tow truck driver is working on a Federal-aid highway, the operator shall comply with the guidelines contained in the Federal Code of Regulations, Title 23, Highways, Chapter 1, Federal Highway Administration, Department of Transportation, Part 634, Worker Visibility, which requires high-visibility personal protective safety clothing to be worn that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004.
- G. Drivers List: The operator shall maintain a current list of drivers and shall provide said list to the SBPD at a minimum once annually in January. In addition, the operator must notify the SBPD upon any changes to the list, including the addition of any new driver, or the deletion of any driver. An updated list shall be provided to the SBPD within seven (7) calendar days of any change to the driver list.
- H. Employer Pull Notice program: The operator and all tow truck drivers shall be enrolled in the Employer Pull Notice (EPN) program.
- a. The operator shall provide a copy of the current EPN report, or in the case of a newly hired tow truck driver, proof of enrollment in the EPN program, for all drivers to the area office during enrollment. The operator's signed and dated EPN report shall be kept on file at the SBPD.
  - b. Upon the addition of new drivers, an operator shall be granted a maximum of 30 days to enroll drivers in the EPN.

## **5. FACILITIES**

- A. An operator's primary place of business shall have an exterior sign which clearly identifies the premise as a tow service to the public.
- B. An operator's office must comply with the following:
- a. The office must be clearly identified as such with exterior signage, located on or in close proximity to the door or service counter, in compliance with all local ordinances, listing the company name, phone number, and regular hours of business.
  - b. Normal business hours shall not be less than 8 a.m. to 5 p.m., Monday through Friday.
  - c. The office may be closed or have modified hours on any of the following state-recognized holidays: New Year's Day, Martin Luther King Day, President's Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day.
  - d. The designated office area must be used for the sole purpose of tow operations and customer service for the business, and must be separated from other business, storage, and residential areas by walls and/or partitions.
- C. An operator's place of business shall have posted in plain view to the public the "Towing Fees and Access Notice" and have copies of the notice readily available to the public pursuant to Section 22651.07(a)(1)(A) CVC.
- a. Pursuant to SBMC Section 5.30.040(a) each operator shall maintain a sign listing the rates and charges of all services offered. Such sign shall be conspicuously placed in the office or other place where customer financial transactions take place. The letters on such signs shall be a minimum of one inch high with one quarter inch stroke. The letters shall be a contrasting color from the background.

- b. The "Towing Fees and Access Notice" shall be a standardized document plainly printed in no less than 10-point type and shall contain the required language pursuant to Section 22651.07(d) CVC.
- D. An operator's place of business shall be sufficiently staffed to allow customers to talk face-to-face with a tow company's owner, manager, or employee during normal business hours without the need for an appointment.
- E. An operator's impound/storage yard(s) shall not be comingled with any other business or entity and shall remain locked and secure 24 hours a day.

## **6. TOW TRUCK CLASSIFICATIONS**

- A. An operator shall equip and maintain tow trucks covered under the List in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations (CCR), the specifications contained in this List, and in a manner consistent with industry standards and practices.
- B. All tow trucks shall have recovery, wheel lift, and boom capabilities meeting the specifications contained in this List and the most recent electronic version of the CHP 234B, Tow Truck Inspection Guide.
  - a. An operator who has a car carrier is exempted from the recovery, wheel lift, and boom capability requirements. However, the car carrier must be an additional unit and shall not be used for recovery.
- C. A substantiated violation of the gross vehicle weight rating (GVWR) and/or safe loading requirements of a tow truck may result in immediate expulsion from the List.
  - a. This includes exceeding the tow truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining 50 percent of the tow truck's unladen front axle weight on the front axle when towing.
  - b. A suspension for a violation described in this section is "immediate" and shall remain in effect until the next regularly-scheduled Commission meeting, at which time the Commission will determine whether to impose additional penalties. Possible additional penalties include, but are not limited to, continued suspension and/or removal from the List.

## **7. OPERATIONAL REQUIREMENTS**

- A. The operator shall maintain records at the primary business office of all tow services furnished by the operator. (Note: printable electronic records are acceptable).
  - a. Invoices shall contain the required itemized information pursuant to Section 22651.07(e) CVC.
  - b. Itemized invoices shall contain a distinct notice upon the invoice stating "Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice." This notice shall be contained within a bordered text box, printed in no less than 10-point type pursuant to Section 22651.07(a)(1)(B)(3) CVC.
- B. The operator's primary business office shall also maintain business records relating to personnel, insurance, personnel taxes, payroll, applicable operating authorities, local operating authorities, lien sale actions, drivers' records of duty status (intrastate and/or interstate), Federal Communication Commission licensing (if applicable), and non-SBPD tows.
- C. The SBPD may inspect the records of any operator on the List during normal business hours without prior notice.

- D. Operators shall permit the SBPD to make copies of business records, pertaining to SBPD tows, at the operator's place of business, or to remove business records for the purpose of reproduction.
- E. A tow "call" to an operator by SBPD shall constitute one turn on the List, after which the operator shall be moved to the bottom of the List. For purposes of this section, a "call" includes when the operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time.
- F. An operator, when called by the Police Department, must respond within the following Commission-approved maximum response times. If it becomes evident that the operator cannot respond within the required time, the operator shall immediately advise the SBPD of the delay, in which case the SBPD may utilize the services of another tow company from the List.
  - a. Operators must respond within twenty (20) minutes when contacted for a rotation call during the operator's normal business hours, at the minimum of which will be between 8:00 am and 5:00 pm Monday through Friday.
  - b. Operators must respond within thirty (30) minutes when contacted for a rotation call outside of normal business hours, which include approved holidays.
  - c. Failure to respond and/or repeated failure to meet the maximum response time requirements shall constitute failure to comply with the terms and conditions of these Rules and Regulations and will result in disciplinary action which may include suspension or removal from the List.
- G. The operator or operator's employee responding to any SBPD call shall perform the towing or service request required for which they were called. The requirement may be waived by the SBPD if the requested equipment is inadequate for the service to be performed.
  - a. Refusal to respond or to perform the required towing service will subject the operator to suspension.
  - b. There may be times where an operator's tow trucks or related equipment experience mechanical failure. In the event this occurs and the equipment is unavailable due to servicing needs, the operator must notify the SBPD immediately. Failure to do so may result in suspension from the List.
- H. No operator shall take Police calls for another operator unless authorized to do so by the Police Department. Operators will not respond to SBPD calls or an accident scene unless requested to do so by the SBPD.
- I. Only authorized tow truck personnel and equipment requested shall respond to a SBPD call (e.g., drivers are prohibited from bringing friends, spouses, children, or dogs to SBPD calls).
  - a. Exception: a tow truck driver trainee may accompany an approved rotation tow truck driver if documentation for the trainee, including an approved CHP 234F, Tow Operator/Driver Information, and proof of tow truck driver training, has already been submitted to the SBPD.
- J. When a tow truck has been dispatched to a scene of an accident or to a vehicle that has been impounded by the SBPD, the operator shall cooperate with the Police officer in removing hazards and illegally parked vehicles from the street. It shall be the duty of the Police officer(s) on scene to direct the necessary actions with which the operator shall comply. Operators shall be responsible for removing **all** glass, associated debris, and fluids (i.e. coolant and oils) from the street and scene. Fluids will be removed with approved absorbents and disposed of in an appropriate manner.
- K. Vehicles towed and stored or impounded at the request of the SBPD that have a detainer placed against them shall not be released by the operator until release is authorized in writing by the division of the Police Department detaining the vehicle.

- a. Improper sale or disposal of said vehicles may result in disciplinary action, including, but not limited to, suspension or removal from the List.
  - b. Any vehicle impounded by the SBPD under CVC 22655.5(b) "Impound for Evidence" shall incur costs of equal to 1/2 of the rates established by the Commission's current fee schedule. These costs shall be capped at eighty nine (89) days of storage plus the original tow bill only.
- L. Vehicles impounded by the SBPD shall be stored as follows:
- a. Vehicles held for special investigation and/or evidence shall be stored in a building approved by the SBPD. Storage area shall be enclosed and roofed, secured under lock and key at the direction of the investigating officer. Special investigation vehicles shall not be removed from the designated storage area until written approval has been obtained by the Police Department.
  - b. Contents of vehicles with a Police Department detainer placed against them **shall** not be removed from the vehicle.
  - c. Vehicles not being held for evidence or investigation may be stored in the open area of the approved storage yard with a locked gate in such a manner as to provide 24 hour security for the stored vehicle.
- M. The release of personal property or contents from a vehicle shall only be authorized when in writing from the SBPD. Acceptable authorization includes facsimile copy or electronic mail from an appropriate agent of the SBPD and shall be kept on file with the operator. The release of personal property, pursuant to 22851 (2)(b) V.C., shall not include items attached to, or connected to, or bolted to the vehicle such as vehicular body parts, or engine parts, etc.
- N. The improper removal of items from a stored vehicle, theft from a stored vehicle, or vandalism to stored vehicles will result in disciplinary action which may include, but is not limited to, suspension or revocation from the List, as well as criminal charges where applicable.
- O. Drivers shall complete every List call as safely and expediently as possible.

## **8. ANNUAL MEETINGS**

- A. The Commission shall conduct, at minimum, one (1) annual meeting to discuss the forthcoming term and issues concerning the tow rotation program.
- a. The SBPD shall provide written notification of the meeting to all tow operators currently licensed in the City of Santa Barbara. Said notification shall be sent via standard mail or electronic mail at least 14 days prior to the scheduled meeting.
  - b. All meetings shall be mandatory for all operators currently on the List, as well as any operator interested in being considered for placement on the List. An operator may designate a representative to appear on his/her behalf.
  - c. Unless otherwise specified by the Commission, the annual tow meeting shall be held in conjunction with the regularly-scheduled Commission meeting each January.
  - d. The tow fee schedule shall be reviewed each year at the annual meeting.
- B. A minimum of 30 days prior to the annual tow meeting, the SBPD shall conduct an annual compliance check of each operator on the List.
- a. These checks will take place during normal hours of operation for each tow company, but operators may not receive notice prior to the compliance check by SBPD personnel.
  - b. The compliance check may include a review of the operator's records as well as an inspection of the operator's office and/or tow yard(s).
  - c. The annual compliance check is intended to ensure ongoing compliance with these Rules and Regulations. Should an operator be found to be out of compliance, they shall have 30 days to remedy the problem. The failure of an operator to comply and/or take necessary corrective measures to comply prior to the annual meeting will result in review of the company's

qualifications for the List and possible disciplinary action by the Commission at the annual tow meeting.

## **9. VEHICLE INSPECTIONS**

- A. Tow operators on the List shall participate in an annual inspection conducted by the CHP.
  - a. Operators are required to have all tow trucks inspected annually. Operators shall not dispatch a tow truck to a SBPD call that has not been inspected, approved by the CHP, and issued a Commercial Vehicle Safety Alliance (CVSA) decal.  
A copy of the Tow Truck Inspection Guide (CHP 234B and Safetynet Driver/Vehicle Inspection Report (CHP 407F) completed by the CHP upon inspection shall be kept in the vehicle at all times. An additional copy shall be submitted to the SBPD to be kept on file.

## **10. DEMEANOR AND CONDUCT**

- A. While involved in SBPD tow operations or related business, the tow operator and/or employee(s) shall refrain from any acts of misconduct including, but not limited to, any of the following:
  - a. Rude or discourteous behavior.
  - b. Lack of service, selective service, or refusal to provide service which the operator is capable of performing.
  - c. Any act of sexual harassment or sexual impropriety.
  - d. Unsafe driving practices.
  - e. Exhibiting any objective symptoms of alcohol or drug use.
- B. Every tow truck driver employed by a company on the List shall submit to a preliminary alcohol screening test at the request of an SBPD officer upon reasonable suspicion by the officer that the driver has consumed alcohol. Failure to comply immediately with such a request may result in disciplinary action including, but not limited to, the operator's suspension or removal from the List, as well as any applicable criminal charges.

## **11. COMPLIANCE WITH LAW**

- A. The tow operator and employees shall, at all times, comply with federal, state, and local laws and ordinances, and with these Rules and Regulations.
- B. Operators SHALL NOT employ any driver who falls into any of the below categories:
  - a. Currently on Probation or Parole;
  - b. Currently a sex registrant pursuant to 290 P.C.;
  - c. Has had one or more felony convictions;
  - d. Has been convicted of a crime of moral turpitude;
  - e. Has been convicted of theft, fraud or embezzlement;
  - f. Has been convicted of hit and run;
  - g. Has been convicted of misdemeanor or felony evading of police;
  - h. Has been convicted of a Narcotics or dangerous drug offense;
  - i. Has been convicted of a DUI, or "Wet Reckless", within 1 year of application to be a tow driver; or two offenses of DUI and/or "Wet Reckless" w/in 10 years of applying;
  - j. Has 4 or more points on their driving record;
  - k. Has been convicted for Participation in a Criminal Street Gang pursuant to P.C. § 186.22.
  - l. Any other grounds as described in SBMC Section 5.30.100.
- C. Santa Barbara City personnel, as well as tow operators and their employees, shall not be offered nor accept gratuities pursuant to Section 12110(a) CVC.
- D. No tow operator or their employees shall accept any gratuities from a repair shop for the delivery of a vehicle, for the purpose of storage or repair pursuant to Section 12110(c) CVC.

- E. An operator shall satisfy a court order mandating reimbursement to the vehicle or property owner for the damage or loss which occurred while the vehicle was in the operator's custody.

## **12. TOW COMPLAINTS**

Any and all tow-related complaints received or initiated by the SBPD against a tow operator and/or tow operator's employees, or allegations of non-compliance with these Rules and Regulations, shall be accepted and investigated in a fair and impartial manner. As a result of the investigation, the SBPD may request disciplinary action as deemed appropriate. Disciplinary action may include, but is not limited to, suspension or removal of the company from the List, as well as any criminal charges that may be applicable.

- a. The operator will be informed of any such investigation as long as the notification will not jeopardize a criminal inquiry.
- b. Should a violation be of a severe nature, the SBPD has the authority to immediately suspend a tow operator's participation on the List until the next, regularly scheduled, Fire and Police Commission meeting at which the Commission shall review the allegation in order to render judgment.
- c. The tow operator and their employees shall cooperate with SBPD investigators during the course of an investigation.
- d. Should the filing of criminal charges be a possibility, the SBPD shall conduct the investigation to conclusion or assist the lead investigating agency and request prosecution if warranted. The operator may not be notified that a criminal investigation is being conducted should notification jeopardize the integrity of the criminal investigation.
- e. Complaints for violations of the law not normally investigated by SBPD shall be referred to the agency with jurisdiction.
- f. The operator shall be notified in writing of the findings of an allegation of failure to comply with these Rules and Regulations within 30 days of the conclusion of any compliance investigation. Notifications of findings in a criminal matter shall follow standard criminal investigation protocol.

## **13. MISTAKEN TOW**

When a vehicle is towed pursuant to a police pull (a police-initiated non-consent tow), and the police pull was made in error, operators shall not charge the vehicle owner or the SBPD for the cost of the tow.

## **14. DISCIPLINARY ACTION**

- A. The SBPD shall request that the Board of Fire and Police Commissioners take disciplinary action against operators for any investigated and confirmed or sustained violations of these Rules and Regulations, and/or of any federal, state, or local laws.
- B. Following is a recommended guideline for disciplinary action against an operator as a result of any violations or findings of non-compliance. However, the Commission retains the authority to impose lesser or greater penalties against a company based on the severity, flagrancy, and frequency of the violation(s) and/or issues of non-compliance.
  - a. First violation within a 12-month period – letter of written reprimand.
  - b. Second violation within a 12-month period – one to 30-day suspension.
  - c. Third violation within a 12-month period – 60 to 90-day suspension.
  - d. Fourth violation within a 12-month period – termination from the list

- C. Despite the above disciplinary guidelines, the Commission, upon the recommendation of the Police Department, may remove an operator from the List for the following reasons without gradual or prior disciplinary action:
  - a. If the management, conduct, and carrying on of such tow company is not conducive to the public interest, welfare, and/or safety.
  - b. If the service has been conducted in an illegal manner.
- D. Notice and hearing for removal of an operator from the List shall be conducted in the same manner as outlined in section 5.30.110 for suspension or revocation of a towing operators permit.

#### **15. OWNERSHIP CHANGES**

A Tow Operator Permit is not transferable thus, if a current owner ceases his/her ownership of a tow company then the company will be removed from the SBPD tow rotation. Should the new owner of a tow company, which had been on the List prior to their purchase of the company, desire inclusion on the list then the new owner must qualify for, apply for, and compete with any other tow companies who have also applied for inclusion on the List when an opening exists.

#### **16. MAXIMUM SIZE OF THE LIST**

The SBPD tow rotation list shall contain a maximum of 7 tow operators and a minimum of 5. There is no requirement for the list to contain the maximum number of tow operators at all times. When an opening exists on the List, all qualified tow operators may apply for the List. The SBPD may investigate all applicants pertaining to their eligibility for inclusion on the List. Pursuant to this investigation, the SBPD may make a recommendation to the Commission as to which operator to choose to fill the open position. The Commission has the ultimate authority to choose, from the group of qualified candidates, which operator will fill the vacant position on the List.

**OPERATOR APPROVAL**

I certify that I have read and understand these Rules and Regulations, and agree to abide by all the provisions herein. I further certify that employment with my company is contingent upon compliance by each driver and employee with all Rules and Regulations herein.

By signing below, I agree to indemnify, defend, and hold harmless the City of Santa Barbara, its officers, agents, and employees from any and all claims and losses resulting from participation in the City's Tow Rotation program, in connection with adherence to the Rules and Regulations as set forth herein, and/or from any and all claims and/or losses by any person, firm, or corporation who may be injured or damaged by the operator in the performance of these Rules and Regulations. I agree that as an operator on the City's Tow Rotation List, my company, and all agents and employees thereof, including myself, shall act in an independent capacity. Participation on the City's List shall in no way indicate that anyone hired by or affiliated with my company is acting as an officer, employee, representative, or agent of the City of Santa Barbara. My company has neither affiliation with, nor any authorization to act on behalf of, the City of Santa Barbara and/or the Santa Barbara Police Department.

Date: \_\_\_\_\_

Operator Signature: \_\_\_\_\_

Operator Name Printed: \_\_\_\_\_

Company Name (dba): \_\_\_\_\_

Office Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Phone Numbers: (work): \_\_\_\_\_

(cell): \_\_\_\_\_

Motor Carrier Permit Number: \_\_\_\_\_

**ATTACHMENT A**Fire and Police Commission Rules  
APPROVED TOW TRUCK DRIVER TRAINING COURSES

Automobile Club of Southern California  
3333 Fairview Road  
Costa Mesa, CA 92626  
Contact: Rob Wade at (714) 885-1333  
E-mail: [wade.robert@caaa-calif.com](mailto:wade.robert@caaa-calif.com)

California Tow Truck Association  
3050 Beacon Blvd.  
West Sacramento, CA 95691  
Contact: Jack Morris at (800) 874-2860 or (760) 325-5840, Extension 116  
E-mail: [jmorris@ctta.com](mailto:jmorris@ctta.com)

California State Automobile Association  
Automotive Services  
3055 Oak Road  
Walnut Creek, CA 94597  
Contact: Geoff Rice at (415) 308-5442  
E-mail: [geoff.rice@goaaa.com](mailto:geoff.rice@goaaa.com)

International Institute of Towing & Recovery (Instructor Led / Self Study Course)  
c/o CSAA ERS Communications  
3055 Oak Road  
Walnut Creek, CA 94597  
Contact: Geoff Rice at (415) 308-5442  
E-mail: [geoff.rice@goaaa.com](mailto:geoff.rice@goaaa.com)

Randy Resch  
Manager, C & D Towing  
8332 Case Street  
La Mesa, CA 91942  
Telephone: (619) 463-8697  
E-mail: [reschran@aol.com](mailto:reschran@aol.com)

Tow Pros, LLC  
4615 East Brundage Lane  
Bakersfield, CA 93307  
Contact: Ken Kay at (661) 979-0747  
E-mail: [kktowman@towpros](mailto:kktowman@towpros)

WreckMaster Incorporated  
P.O. Box 473  
Lewiston, NY 14092  
Telephone: (800) 267-2266  
E-mail: [www.WreckMaster.com](http://www.WreckMaster.com)



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

**FROM:** Business & Property Division, Airport Department

**SUBJECT:** Introduction Of Ordinance For Consent To Sublease Amendment Between Signature Flight Support Corporation And Fidelity National Financial, Inc.

### RECOMMENDATION:

That Council introduce and subsequently adopt, by reading of title only, An Ordinance of the Council of the City of Santa Barbara Approving and Authorizing the Airport Director to Execute a Consent to Amendment of Sublease No. 200855 Between Signature Flight Support Corporation, a Delaware Corporation, and Fidelity National Financial, Inc., a Delaware Corporation, Dated as of October 15, 2013, Amending the "Term" of the Sublease to Make it Coterminous With That of the Master Lease, July 31, 2016.

### DISCUSSION:

On August 1, 1983, the City entered into Lease Agreement No. 12037 with Signature Flight Support Corporation (formerly Santa Barbara Aviation) for the operation of a Fixed Base Operation (FBO) at the Santa Barbara Airport providing general aviation services including maintenance, flight instruction, fueling and aircraft storage.

Pursuant to the subleasing provision of Signature's Lease, the City's consent is required for all sublease agreements. All subleases of City-owned property must comply with and be consistent with the provisions of the master lease.

Since 2008, Fidelity National Financial, Inc. has leased 10,500 square feet of aircraft storage space in Building 307, at 1499 Cecil Cook Place, for their corporate aircraft, under a sublease agreement with Signature. At this time, they are requesting that the term of their sublease, which was to expire July 31, 2013, be extended to be coterminous with the Master Lease and end on July 31, 2016. The use conforms to existing zoning.

Staff has reviewed the proposed sublease agreement between Signature Flight Support Corporation, and Fidelity National Financial, Inc., and finds it to be in compliance with the master lease.

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Flight Support Corporation And Fidelity National Financial, Inc.  
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The proposed Consent to Amendment of Sublease Agreement has been negotiated based upon the criteria set forth in Resolution 93-127, and has been reviewed and determined to be exempt from environmental review. The Airport Commission recommended approval at its September 18, 2013 meeting.

**PREPARED BY:** Rebecca Fribley, Sr. Property Management Specialist

**SUBMITTED BY:** Karen Ramsdell, Airport Director

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

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

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA APPROVING AND AUTHORIZING THE AIRPORT DIRECTOR TO EXECUTE A CONSENT TO AMENDMENT OF SUBLEASE NO. 200855 BETWEEN SIGNATURE FLIGHT SUPPORT CORPORATION, A DELAWARE CORPORATION, AND FIDELITY NATIONAL FINANCIAL, INC., A DELAWARE CORPORATION, DATED AS OF OCTOBER 15, 2013, AMENDING THE "TERM" OF THE SUBLEASE TO MAKE IT COTERMINUS WITH THAT OF THE MASTER LEASE, JULY 31, 2016.

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, that certain amendment to sublease between Signature Flight Support Corporation and Fidelity National Financial, Inc., dated as of October 15, 2013, extending the term of the sublease for the premises at Building 307, 1499 Cecil Cook Place, at the Santa Barbara Airport, to July 31, 2016, is hereby approved.

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

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA GRANTING SOUTHERN CALIFORNIA GAS COMPANY A FRANCHISE TO INSTALL, USE, MAINTAIN, REPAIR AND REPLACE PIPES AND APPURTENANCES FOR THE PURPOSE OF TRANSMITTING AND DISTRIBUTING NATURAL GAS FOR ANY AND ALL PURPOSES WITHIN THE CITY OF SANTA BARBARA.**

**THE COUNCIL OF THE CITY OF SANTA BARBARA** does hereby ordain as follows:

**SECTION 1. GRANT OF FRANCHISE.** Subject to the terms and conditions contained in this ordinance and pursuant to the provisions of Article XIV of the Charter of the City of Santa Barbara, the City of Santa Barbara hereby grants to Southern California Gas Company, a California corporation, its successors and assigns, a nonexclusive right, privilege, and franchise to lay and use pipes and appurtenances for transmitting and distributing gas for any and all purposes, under, along, across or upon the Streets of the City. Any activities or uses of the gas system not specifically authorized under this franchise are prohibited under this franchise. Any proposed telecommunication or other non-gas system uses, other than Adjunct Communication Lines owned and used by Grantee, either by Grantee or any person or entity claiming a right under Grantee's franchise, must be authorized separately by the City under a separate agreement.

**SECTION 2. INTERPRETATION OF FRANCHISE.**

A. As used in this ordinance, the singular number includes the plural and the plural number includes the singular.

B. Whenever in this ordinance the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions unless, in the given instance, the context wherein they are used shall clearly import a different meaning:

1. "Adjunct Communications Line" shall mean any facility such as coaxial cable, optical fiber, wire, wireless devices, or other transmission lines or forms of transmission, and associated equipment and devices located in, upon, along, across, under or over the streets of the City and used exclusively by Grantee, the primary function of which is to monitor or control the operation or safety of the gas system facilities via the distribution of video, audio, voice, or data signals.

2. "City" means the City of Santa Barbara, a municipal corporation and charter city duly organized under the laws of the State of California.

3. "City Rules" means the City's Charter and all of the City's ordinances, regulations and policies heretofore or hereafter adopted by the Council in the exercise of its police powers as a charter city under Article XI, Section 5 of the Constitution of the State of California and not in conflict with the paramount authority of the State of California, and that are not in conflict with or inconsistent with the authorized General Orders of Grantee, the jurisdiction of the California Public Utilities Commission, or other state or federal agency having jurisdiction over Grantee, and as to state highways, subject to the laws relating to the location and maintenance of such facilities therein.

4. "City Utilities" means all City sewers, City waterlines, City drains, and any other City facilities.

5. "Construct" means to lay, construct, erect, install, maintain, repair, replace, or remove.

6. "Engineer" means the City Engineer of City or his or her designee.

7. "Council" means the Council of the City of Santa Barbara.

8. "Franchise" means all the rights, privileges and responsibilities granted by City pursuant to Article XIV of the Charter of the City of Santa Barbara and subject to each and all of the terms and conditions contained in this Ordinance.

9. "Franchise property or properties" means all property constructed, installed, operated, or maintained by Grantee in or upon the public streets pursuant to any right or privilege granted by this franchise.

10. "Gas" means natural gas meeting the specifications required by the California Public Utilities Commission or other such state or federal agency having jurisdiction over Grantee.

11. "General Orders" means General Orders issued by the Public Utilities Commission of the State of California and applicable to Grantee.

12. "Grantee" means Southern California Gas Company to whom this franchise is granted and any other person, firm, or corporation to which this franchise may hereafter be lawfully transferred as herein provided.

13. "Lay and use" means lay, construct, erect, install, operate, maintain, use, repair, replace, remove, or abandon.

14. "Pipes and appurtenances" or "pipes and appurtenant facilities" means gas distribution and transmission facilities composed of, but not limited to, pipe, pipeline, main, service, cathodic protection equipment, trap, vent, vault, manhole, meter,

gauge, regulator, valve, conduit, cable, adjunct communications line, appliance, attachment, appurtenance, and any other property located in, upon, along, across, under, or over the streets of the City, and used or useful in carrying on the business of the transmission or distribution of gas.

15. "Reasonable Satisfaction" means the City will reasonably determine if the work has been done in a manner that is consistent with Grantee's General Orders, the rules and regulations of the California Public Utilities Commission, state and federal law, and City Rules, and if not contained therein, consistent with generally accepted industry standards.

16. "Street" means the surface of, and the space above and below, any public street, road, highway, lane, alley, court, sidewalk, parkway, easement, or similar public place, or any other area under the control of the City, which now exists or which may hereafter exist within the City, including any public highway within the City.

17. "Street, Paved" means a street constructed with a concrete or asphaltic surface.

### **SECTION 3. TERM OF FRANCHISE.**

A. The term of this franchise shall be thirty (30) years from and after the effective date hereof. Grantee shall have a conditional option to extend the term of this franchise for an additional ten (10) years upon same terms and conditions contained herein. If Grantee wishes to exercise the option, Grantee shall, not more than two (2) years and not less than (1) year prior to the expiration of the initial thirty (30) year term, serve written notice of Grantee's intent to exercise the option upon the City Clerk. Upon timely service of Grantee's notice of intent to exercise the option, unless the City Council affirmatively rejects the exercise of the option in writing within one hundred twenty (120) days of receipt of Grantee's notice of intent to exercise the option, this franchise shall extend for an additional ten (10) years for a total of forty (40) years from the effective date hereof. If no timely notice of intent to exercise is submitted or if the City Council rejects the exercise of the option within the one hundred twenty (120) day period, the term of this franchise shall lapse thirty (30) years from and after the effective date hereof. The effective date of this franchise shall be the date Grantee files a written acceptance of this franchise with the City Clerk of City. This franchise may terminate sooner upon any of the following events: (1) With the consent of the Public Utilities Commission of the State of California, this franchise is voluntarily surrendered or abandoned by its possessor; (2) The State of California or a municipal or public corporation, duly authorized by law, purchases by voluntary agreement or condemns and takes under the power of eminent domain all property actually used and useful in the exercise of this franchise and situated within the territorial limits of the State, municipal, or public corporation purchasing or condemning such property; or (3) This franchise is forfeited for noncompliance with its terms by the possessor thereof.

B. If the Grantee shall at any time fail, neglect, or refuse to comply with or to fulfill any one or more of the terms or conditions of this franchise and shall not within thirty (30) days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the Council may revoke this franchise.

C. If necessary, the City may sue in its own name for the forfeiture of this franchise, in the event of noncompliance or breach of this franchise by the Grantee, its successors or assigns, with any of the conditions thereof.

D. The right of the City to revoke or terminate this franchise pursuant to the terms of this Section shall be in addition to all other rights and remedies which may otherwise accrue to the City by reason of any failure or refusal of the Grantee to perform any obligation imposed by the terms of this franchise.

**SECTION 4. DUTIES OF GRANTEE.** In addition to other duties set forth in this franchise, Grantee shall:

A. Construct all pipes in accordance and conformance with the City Charter and all ordinances, rules and regulations adopted by City in the exercise of its police powers and not in conflict with the paramount authority of the State of California or in conflict with the authorized General Orders of the California Public Utilities Commission applicable to Grantee, and, as to State highways, subject to the provisions of general laws relating to the location and maintenance of such public utilities.

B. Pay to City on demand, the cost of all repairs to streets and City Utilities made necessary by any operations of Grantee under this franchise.

C. Notify the City Council of City in writing within thirty (30) days of any lawful successor or assignee.

D. Collect any Utility Users' or similar tax related to the consumption of Gas within the City in accordance with applicable ordinances, rules or regulations.

E. Comply with the City Charter and all lawful ordinances and regulations of City.

**SECTION 5. LOCATION AND INSTALLATION OF FRANCHISE PROPERTY.**

A. Grantee shall have the right to make all necessary excavations in the streets for the laying and using of franchise properties. All excavations and pipeline installations shall be made in compliance with CPUC statutes, regulations and general orders. Street repairs shall be affected in strict compliance with this franchise and the City Rules.

B. Before commencing work to lay and use pipes and appurtenances, Grantee shall file plans with Engineer showing the proposed location of such pipes and appurtenances. The plans shall be subject to review and approval by Engineer.

C. Engineer shall have the power to give Grantee such directions for the location of any pipes or appurtenances as may be reasonably necessary to avoid utilities in or under streets.

D. Where it is necessary to construct any underground pipes and appurtenances through, under or across any portion of a paved street, such construction, where practicable and economically reasonable, as determined by the Engineer, shall be done by a tunnel or bore so as not to disturb the foundation or surface of such paved street. In the event that tunneling or boring cannot be done practicably or at a cost that is economically reasonable, any excavation of the paved street shall be done under a permit issued by the Engineer. If a paved street is excavated in order to lay and use pipes and appurtenances, Grantee shall restore the street to as good a condition as existed before such work was done and such restoration shall be completed to the Engineer's Reasonable Satisfaction.

E. All excavations shall be conducted so as not to interfere unreasonably with the free use of the streets by the public except such temporary interference as may be authorized by the Engineer.

F. Prior to any work, including maintenance, installations, replacements, and relocations within City Streets, Grantee shall obtain any required City permit. In connection with any such permit, Grantee shall pay a permit fee calculated in accordance with the fee schedule most recently and lawfully approved by the City Council. Grantee and City, may, but shall not be obligated to, enter additional agreements regarding the payment of permitting fees for activities contemplated under this franchise on a yearly basis or otherwise.

G. All work in City streets shall be continuously prosecuted in good faith and without unnecessary or reasonably avoidable intermission or delay. It shall be done in a good and workmanlike manner and to the Engineer's Reasonable Satisfaction.

H. In accordance with General Orders of the Public Utilities Commission and applicable state and federal laws and regulations, Grantee shall promptly repair any leaks or breaks in pipes to good order and safe condition, and promptly repair and maintain all appurtenances to good order and safe condition, that are installed, maintained or operated pursuant to this franchise, or by reason of any other cause arising from the operation or existence of any pipes and appurtenances constructed or maintained pursuant to this franchise.

**SECTION 6. FIESTA.** With the exception of emergency repairs or construction in areas that are exclusively zoned for single-family residential dwellings, Grantee shall not

perform any construction on streets within City during the week of the annual celebration of the Fiesta.

**SECTION 7. LAWS TO BE OBSERVED.** The Grantee shall lay and use all pipes and appurtenances in accordance with, and in conformity with, all state and federal laws and all City Rules.

**SECTION 8. INCIDENT AND EMERGENCY RESPONSE.** Grantee shall, after being notified of an emergency that has the potential to affect Grantee's pipes and appurtenances installed in City Streets, cooperate with City and make every effort to respond as soon as possible to protect the public's health, safety, and welfare.

**SECTION 9. STREET IMPROVEMENT BY CITY.** Grantee shall locate, remove, or relocate, at the request of the City, in a timely manner and without expense to the City, any pipes and appurtenances laid and used under this franchise if and when made necessary by any lawful change of grade, alignment, or width of any public street, way, alley or place, including the construction of any subway or viaduct by the City; provided, however, that Grantee shall not be required to bear the expense of any removal or relocation made at the request of the City on behalf or for the benefit of any private party.

**SECTION 10. REMOVAL OR ABANDONMENT OF FRANCHISE PROPERTY.**

A. In the event of the permanent discontinuance of the use of any pipeline, or portion thereof, maintained or operated pursuant to this franchise, Grantee shall, within thirty (30) days thereafter, make written application to the Engineer for instructions as to the abandonment or disposal to be made of the franchise property. Such application shall describe said property and shall be accompanied by a map designating its location with respect to street lines and pavements. Engineer shall, within sixty (60) days of the receipt of such application, order the properties to be removed, or, upon request of the Grantee, permit the properties to be abandoned in place; provided, however, that if Engineer shall determine that such removal will materially injure or shorten the life of the remaining portion of the pavement, said properties shall be required to be abandoned in place.

B. When the abandonment of franchise properties shall be permitted or required pursuant to the provisions of the franchise, the pipelines, or portions thereof affected, shall be capped, plugged, removed or otherwise abandoned in such manner as may be prescribed by the Engineer, consistent with state law. In the event of such abandonment, and after the completion of the required work, the City shall have the option, upon request of the Engineer to Grantee, upon terms and conditions mutually agreed upon between City and Grantee, to have the ownership transferred to the City of all franchise facilities so abandoned in place as may be permitted or required by law.

C. All excavation work done pursuant to the provisions of this Section shall be to the Engineer's Reasonable Satisfaction

## **SECTION 11. FRANCHISE FEES.**

A. Grantee shall pay an annual franchise fee to City at the times hereinafter specified and calculated as follows:

Commencing on the first day of the calendar quarter immediately following the effective date of this franchise, an annual sum which shall be equivalent to the higher of the following two formulas:

(1) Two percent (2%) of the gross annual receipts of Grantee from the use, operation or possession of this franchise; or

(2) Two percent (2%) of the gross annual receipts of Grantee derived from the sale, transmission, or distribution of gas within the limits of City under this franchise.

B. In addition to the franchise fee, Grantee shall pay City the fee described in the Municipal Public Lands Use Surcharge Act, Chapter 2.5 of Division 3 of the California Public Utilities Code beginning with Section 6350, as such Act is now or as may be amended from time to time (the "In-Lieu Act").

1. As used herein:

(a) "Non-proprietary gas" means gas that is conducted, conveyed, transported, supplied and/or distributed, but not sold, by Grantee to the City, to its inhabitants, and/or to any gas customer of Grantee within the City.

(b) "Imputed value" means the product of the actual quantities of such non-proprietary gas conducted, conveyed, transported, supplied and/or distributed, but not sold, to the City and/or to its inhabitants within the City by Grantee during the period of calculation times the weighted average cost of gas ("WACOG") rate authorized by the CPUC for Grantee's use in the calculation of the In-Lieu Fee at the time of the calculation. Currently, it is the adjusted core procurement charge rate (G-CPA) exclusive of any California sourced franchise fee factor.

(c) "In-Lieu Fee" means the fee as calculated pursuant to Section 6353 of the Public Utilities Code, which shall be paid to Grantor as provided by Section 6354 of the Public Utilities Code at the times provided in Section 11(b) above

2. The above descriptions are provided for the convenience of the parties and in no event shall any of the provisions in this Section 11 be construed to enlarge or restrict the duties or rights of Grantee and Grantor under the In-Lieu Act or the definitions of customers, or the volumes of gas subject to the In-Lieu Act.

C. The Franchise Fee shall be paid annually in four installments.

The annual franchise fee shall be paid in four quarterly installments based on the total gross receipts of the preceding calendar quarter employing the gross receipts formula of Subsection A. above, plus the amount of the In Lieu Fee of Subsection B. for such calendar quarter. Each installment shall be paid to the City on or prior to the twenty-fifth (25th) day of the second month following the respective quarter for which payment is made, except for the final quarterly true-up payment for the year, which shall be paid on or prior to March 31<sup>st</sup>. For example, the installment for the first quarter of the year (January through March) shall be paid to the City no later than May 25th.

D. If at any time after the effective date of this Franchise, Grantee shall accept a general gas distribution franchise with any city or county that contains a franchise fee formula that provides for a payment in excess of the percentages set forth in Subsection A of this Section 11, as originally set or as may be revised from time to time, then the following provisions will apply:

1. Grantee shall provide written notice of the acceptance of such a franchise to the City together with a copy of any such franchise within thirty (30) days of the effective date of such franchise.

2. At any time during the term of the franchise that triggered this Subsection D, the City may, by resolution of the City Council, elect to have the City's franchise fee formula revised upward to a level not to exceed the formula contained in the franchise that triggered this Subsection D. City shall notify Grantee in writing of its election to revise the franchise fee.

3. If the City elects to revise the franchise fee formula as contemplated in paragraph 2 above, the franchise fee shall be modified as follows:

a. If the city or county franchise which triggers this Subsection D achieves the excess franchise compensation by way of a CPUC approved surcharge on gas service under the triggering city or county franchise, Grantee shall, within sixty (60) days of receiving notice of the City's election pursuant to paragraph 2, make an application to the California Public Utilities Commission requesting the right to impose a customer surcharge upon the same compensation terms as the triggering city or county, in an amount necessary to recoup the difference between the franchise fee formula specified in the City Council resolution under paragraph 2 and the Santa Barbara franchise fee percentages set forth in Subsection A of this Section 11. Grantee's obligation to collect and thereafter deliver the surcharge franchise fees to the City shall be contingent upon CPUC approval. Any revised franchise fee formula provided for under this subparagraph 3(a) shall become effective on the first day of the second calendar quarter following the Grantee's receipt of the California Public Utility Commission Advice Letter approving the franchise fee surcharge, (e.g., if the approval date of the advice letter is January 15, the revised franchise fee formula would become effective on July 1 of the same year).

b. If the city or county franchise which triggers this Subsection D achieves the excess franchise compensation without requiring a CPUC approved surcharge on gas service under the triggering city or county franchise, the franchise fee formula under this franchise shall be revised as specified in the City Council resolution under paragraph 2. Any revised franchise fee formula provided for under this subparagraph 3(b) shall become effective on the first day of the second calendar quarter following the Grantee's receipt of notice of the City's election to revise the franchise fee formula (e.g., if the effective date of the City's notice is January 15, the revised franchise fee would become effective on July 1 of the same year).

E. In the event that the imputed value cannot be determined using the methodology identified in Subsection C. of this Section 11 because such methodology is no longer in use or no longer reasonably reflects the imputed value of non-proprietary gas, the City and Grantee shall agree to the methodology as determined by the California Public Utilities Commission or the state legislature's agreed-upon value.

F. In the event the City collects or receives from gas transportation customers, transporters, and/or brokers a franchise or other fee or tax ("Commodity Fee"), excluding a utility users tax, on the quantities of gas purchased by inhabitants of the City from parties other than Grantee but transported by Grantee, the In- Lieu Fee shall be reduced by the amount of the Commodity Fee (for such corresponding quantities of gas), which is collected or received by the City.

G. In the event Grantee fails to make the payments required by this franchise on or before the dates due as hereinabove provided, Grantee shall pay as additional consideration a sum of money equal to one percent (1%) of the amount not timely paid, per month of each delinquent month or portion thereof as interest and for loss of use of the money due.

H. Any neglect, omission or refusal by said Grantee to pay said percentage at the times or in the manner hereinbefore provided shall be grounds for the declaration of a forfeiture of this franchise and all rights thereunder.

## **SECTION 12. ANNUAL STATEMENT OF GROSS RECEIPTS.**

A. The Grantee of this franchise shall file with the City Clerk of the City of Santa Barbara within three (3) months after the expiration of the calendar year, or fractional year, following the date of the grant of this franchise, and by March 31<sup>st</sup> of each and every calendar year thereafter, a duly verified statement showing in detail the total gross receipts of the Grantee, its successors or assigns, during the preceding calendar year, or such fractional year, from the sale of the utility service within the City for which this franchise is granted.

B. Any neglect, omission or refusal by said Grantee to file such verified statement at the times or in the manner hereinbefore provided shall be grounds for the declaration of a forfeiture of this franchise and all rights thereunder.

## **SECTION 13. INSURANCE.**

As part of the consideration of this Agreement, Grantee agrees to purchase and maintain or self insure at its sole cost and expense during the life of this agreement insurance coverage as specified in A) and B) described below. All insurance coverage shall be placed with insurers that have a Best rating of no less than B+: XII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

The insurance coverage limits identified below are the minimum requirements established at the beginning of the franchise term. The City retains the right to revise the minimum insurance coverage limits as reasonably determined by the City Risk Manager during the term of this agreement, provided however, that the City shall not revise the coverage limit more than once every five years during the term of this agreement.

- A. General and Automobile Liability: Commercial General Liability – Insurance Services Office Form CG 00 01 including products and completed operations with limits of no less than Ten Million Dollars (\$10,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this franchise agreement or the general aggregate limit shall be twice the required occurrence limit. Automobile Liability – Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) with limits of no less than Ten Million Dollars (\$10,000,000) per accident for bodily injury and property damage. Such insurance shall include the following seven (7) items.
1. Extension of coverage to the City of Santa Barbara, its officers, employees, and agents, as an additional insured, with respect to Grantee's liabilities hereunder in insurance coverage identified in item "A." above, but only as respects to the operations of the named insured. A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.
  2. A provision that coverage will not be cancelled until at least thirty (30) days' prior written notice, and ten (10) days notice for non-payment of premium has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.
  3. A provision that Grantee's insurance shall apply as primary, and not excess of, or contributing with the City.
  4. Contractual liability coverage sufficient to include the liability assumed by the Grantee in the indemnity or hold harmless provisions included in this Agreement.

5. A Cross Liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each.
  6. Broad form Property Damage Endorsement.
  7. Policy shall apply on an "occurrence" basis.
- B. Workers' Compensation: In accordance with the provisions of the California Labor Code, Grantee is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Grantee's staff while performing any work incidental to the performance of this agreement. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such written notice by City.

Grantee hereby agrees to waive rights of subrogation which any insurer of Grantee may acquire from Grantee by virtue of the payment of any loss. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Grantee, its employees, agents and subcontractors.

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Grantee may be held responsible for payment of damages resulting from Grantee's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

Grantee must provide evidence that it has secured all the required insurance coverage before execution of this agreement and annually thereafter. A Certificate of Insurance or Letter of Self Insurance supplied to the City evidencing the above shall be completed by Grantee's insurer or its agent and submitted to the City prior to execution of this Agreement by the City. Grantee shall exercise due diligence to require all sub-contractors and all tiers of such sub-contractors to provide General and Automobile Liability, Workers' Compensation, and, if applicable, Contractor's Pollution Legal Liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.

Grantee shall retain the right to self insure any of the insurance requirements above. Grantee retains the sole obligation to pay for such deductibles or self-insured retentions. The City is not obligated under any circumstances to pay for such deductibles or self-insured retentions Grantee maintains. Any deductibles or self-insured retentions shall be set forth on the insurance certificate. Grantee shall deliver to the City the required certificate(s) of insurance and endorsement(s) (unless additional insured is provided within the terms and conditions of the insurance policy) as a condition of granting this franchise.

If, for any reason, Grantee fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Grantee resulting from said breach.

**SECTION 14. CITY'S RIGHT TO AUDIT AND INSPECT PROPERTY AND RECORDS.** At all reasonable times, the Grantee shall permit the City to examine any and all books, accounts, papers, maps, and other records kept or maintained by the Grantee or under its control and necessary for the calculation of payments due to City under this franchise in order for the City to verify the accuracy of the payments made by Grantee or are due to the City as a result of this franchise.

**SECTION 15. TRANSFER OF FRANCHISE RIGHTS.** Grantee may not sell, lease, or transfer its pipelines or appurtenances located within the City without prior written notice to the City. Grantee may not transfer or assign this franchise except by consent in writing of the City Council and unless the transferee or assignees thereof shall covenant and agree to perform and be bound by each and all of the terms and conditions imposed in the grant or by procedural ordinance and by this Charter.

**SECTION 16. TERMINATION OF EXISTING FRANCHISE.** This franchise is granted in lieu of all other franchises, rights, or privileges owned by Grantee, or by any successor of Grantee under this franchise, for transmitting and distributing gas within the limits of the City, as said limits now or may hereafter exist. The acceptance of this franchise by Grantee shall operate as an abandonment of all other such franchises, rights, and privileges within the limits of the City, as such limits now or may hereafter exist.

**SECTION 17. FUTURE CHANGES IN AREA OF CITY.** The acceptance of this franchise constitutes a continuing agreement by the Grantee that if and when the City thereafter annexes, or consolidates with, additional territory, all franchises, rights and privileges owned by Grantee therein shall be deemed abandoned within the limits of the additional territory and shall succeed to this franchise.

**SECTION 18. EMINENT DOMAIN.** The franchise granted hereunder shall not in any way or to any extent impair or affect the right of the City to acquire the property of Grantee either by purchase or through the exercise of the right of eminent domain, and nothing hereunder contained shall be construed to contract away or to modify or abridge, either for a term or in perpetuity, the City's right of eminent domain in respect to the Grantee or any public utility. Nor shall this franchise ever be given any value before any court or other public authority in any proceeding of any character in excess of the cost to the Grantee of the necessary publication and any other sum paid by Grantee to the City at the time of the acquisition of this franchise.

## **SECTION 19. INDEMNIFICATION.**

A. General Indemnification. Grantee shall investigate, defend with counsel approved by City, indemnify, and hold harmless the City from any and all liability, loss, damage, cost, expense, and claim of any kind, including reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising out of or related to, directly or indirectly, the installation, construction, operation, use, location, testing, repair, maintenance, or removal of Grantee's pipeline(s) or appurtenant facilities (including actions by its agents, employees, subcontractors, or by anyone Grantee directly or indirectly employs), or from the existence of Grantee's pipeline and appurtenant facilities, including each and every applicable provision of Division 3, Chapter 2 of the Public Utilities Code of the State of California, unless such indemnification is specifically released by the City in writing in conjunction with an abandonment of the pipeline or appurtenant facility. If any action or proceeding is brought against the City by reason of the pipeline(s) or appurtenant facilities, Grantee shall defend the City at the Grantee's complete expense, provided that, for uninsured actions or proceedings, defense attorneys shall first be approved by the City. Any legal counsel selected by Grantee in defense or prosecution of legal matters identified in this agreement shall be mutually acceptable to Grantee and to City and approved by the City Attorney in writing. The City's approval of such counsel will not be unreasonably withheld.

B. Environmental Indemnification. Grantee shall indemnify, defend and save the City harmless from and against any and all liability, loss, damage, expense, actions, and claims, either at law or in equity, including, but not limited to, costs and reasonable attorneys' and experts' fees incurred by the City in defense thereof, arising directly or indirectly from (1) Grantee's breach of any environmental laws applicable to the pipeline, or (2) from any release of any hazardous substances attributable to the pipeline. This indemnity includes but is not limited to (1) liability for a governmental agency's costs of removal or remedial action for hazardous substances; (2) damages to natural resources caused by hazardous substances, including the reasonable costs of assessing such damages; (3) liability for any costs of investigation, abatement, correction, cleanup, fines, penalties, or other damages arising under any environmental laws; and (4) liability for personal injury or property damage arising under any statutory or common-law theory.

C. Grantee's failure to comply with this section's provisions, after a thirty (30) day notice from Grantor to Grantee to cure such failure, shall constitute a material breach upon which City may immediately terminate or suspend this franchise.

D. Except as otherwise agreed to in writing by City and Grantee, Grantee's obligation to indemnify, defend and hold harmless as set forth in this Section 19 shall remain in effect and shall be binding upon Grantee to the extent that such injury or damage accrues during the term of this franchise, but is discovered after termination of this franchise.

## **SECTION 20. MISCELLANEOUS PROVISIONS.**

A. The granting of this franchise or any of the terms or conditions contained herein shall not be construed to prevent the City from granting any identical or similar franchise to any person, firm or corporation other than the Grantee.

B. Any right or power conferred, or duty imposed upon any officer, employee, department, or board of the City, shall be subject to transfer by operation of law to any other officer, employee, department, or board of the City.

C. Time is declared to be of the essence of this franchise. By accepting or permitting performance of any obligation due from the Grantee under this franchise after the due date thereof, the City shall not waive or bar its right to require prompt performance, when due, of all other obligations of the Grantee arising under this franchise.

D. The waiver of either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

E. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of California.

F. Should any part, term, or provision of this Agreement or any document required herein to be executed be declared invalid, void, or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby; unless the City Council finds that the invalid or unenforceable term or condition constituted a consideration material to the grant of this franchise, in which case the City Council may by ordinance terminate this franchise.

G. This franchise supersedes any and all other franchises or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other franchise, agreement, statement, or promise relating to the subject matter of this franchise which is not contained herein shall be valid or binding.

H. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a party at the facsimile number set forth below, or to such other or further facsimile number provided in a notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should City or Grantee have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a

street address and not merely a post office box. All notices, demands, or requests from Grantee to the City shall be given to the City addressed as follows:

CITY: City of Santa Barbara  
Attn: City Clerk  
735 Anacapa Street  
Santa Barbara, CA 93102  
  
Tel. No. (805) 654-7800  
Fax. No. (805) 641-0253

GRANTEE: Southern California Gas Company  
Attn: Fees and Tax Manager  
555 W. 5<sup>th</sup> Street, Mail Code GT26E2  
Los Angeles, CA 90013-1011  
Tel. No. (213) 244-2522  
Fax. No. (213) 244-4997

**SECTION 21. ACCEPTANCE OF FRANCHISE.** The granting of this franchise is conditioned upon the Grantee filing with the City Clerk within thirty (30) days after this ordinance becomes effective, a written instrument accepting this franchise and agreeing to perform and be bound by each and all of the terms and conditions hereof. The franchise granted hereunder shall not become effective until said written acceptance thereof shall have been filed by the Grantee with the City Clerk.

**SECTION 22. ADVERTISING AND OTHER PRELIMINARY EXPENSE.** The cost of advertising and other preliminary expenses in connection with the offering for sale of this franchise shall be paid by Grantee prior to the effective date, and such payment shall be a condition precedent to the vesting of this franchise.

**SECTION 23.** The City Clerk shall certify to the passage of this ordinance, and shall cause the same to be published once in the official newspaper, and the same shall take effect and be in force on the thirty-first (31st) day after its passage.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

**FROM:** Accounting Division, Finance Department

**SUBJECT:** Fiscal Year 2014 Interim Financial Statements For The Two Months Ended August 31, 2013

**RECOMMENDATION:**

That Council accept the Fiscal Year 2014 Interim Financial Statements for the Two Months Ended August 31, 2013.

**DISCUSSION:**

The interim financial statements for the two months ended August 31, 2013 (16.7% of the fiscal year) are attached. The interim financial statements include budgetary activity in comparison to actual activity for the General Fund, Enterprise Funds, Internal Service Funds, and select Special Revenue Funds.

**ATTACHMENT:** Interim Financial Statements for the Two Months Ended August 31, 2013

**PREPARED BY:** Julie Nemes, Accounting Manager

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

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

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenditures**  
**Summary by Fund**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget
<b>GENERAL FUND</b>					
Revenue	111,325,957	14,201,759	-	97,124,198	12.8%
Expenditures	111,325,957	18,260,406	1,186,044	91,879,507	17.5%
<i>Addition to / (use of) reserves</i>	-	(4,058,647)	(1,186,044)		
<b>SOLID WASTE FUND</b>					
Revenue	19,927,443	3,393,143	-	16,534,300	17.0%
Expenditures	19,987,120	3,008,131	32,544	16,946,444	15.2%
<i>Addition to / (use of) reserves</i>	(59,677)	385,011	(32,544)		
<b>WATER OPERATING FUND</b>					
Revenue	36,524,435	7,282,288	-	29,242,147	19.9%
Expenditures	45,374,860	5,371,771	1,835,983	38,167,106	15.9%
<i>Addition to / (use of) reserves</i>	(8,850,425)	1,910,517	(1,835,983)		
<b>WASTEWATER OPERATING FUND</b>					
Revenue	17,907,479	3,273,556	-	14,633,923	18.3%
Expenditures	19,079,393	2,206,639	1,817,238	15,055,516	21.1%
<i>Addition to / (use of) reserves</i>	(1,171,914)	1,066,917	(1,817,238)		
<b>DOWNTOWN PARKING</b>					
Revenue	7,420,709	1,372,583	-	6,048,126	18.5%
Expenditures	8,569,803	1,241,297	635,416	6,693,090	21.9%
<i>Addition to / (use of) reserves</i>	(1,149,094)	131,286	(635,416)		
<b>AIRPORT OPERATING FUND</b>					
Revenue	15,751,093	2,440,806	-	13,310,287	15.5%
Expenditures	15,892,268	1,833,762	648,774	13,409,732	15.6%
<i>Addition to / (use of) reserves</i>	(141,175)	607,044	(648,774)		
<b>GOLF COURSE FUND</b>					
Revenue	2,081,059	399,651	-	1,681,408	19.2%
Expenditures	2,049,523	434,752	-	1,614,771	21.2%
<i>Addition to / (use of) reserves</i>	31,536	(35,100)	-		
<b>INTRA-CITY SERVICE FUND</b>					
Revenue	5,192,663	768,802	-	4,423,861	14.8%
Expenditures	5,370,258	808,015	468,063	4,094,179	23.8%
<i>Addition to / (use of) reserves</i>	(177,595)	(39,213)	(468,063)		

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenditures**  
**Summary by Fund**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget
<b>FLEET REPLACEMENT FUND</b>					
Revenue	2,758,201	453,133	-	2,305,068	16.4%
Expenditures	4,288,636	33,740	72,802	4,182,095	2.5%
<i>Addition to / (use of) reserves</i>	<u>(1,530,435)</u>	<u>419,394</u>	<u>(72,802)</u>		
<b>FLEET MAINTENANCE FUND</b>					
Revenue	2,576,502	429,417	-	2,147,085	16.7%
Expenditures	2,625,440	350,460	241,824	2,033,156	22.6%
<i>Addition to / (use of) reserves</i>	<u>(48,938)</u>	<u>78,956</u>	<u>(241,824)</u>		
<b>SELF INSURANCE TRUST FUND</b>					
Revenue	5,960,947	994,706	-	4,966,241	16.7%
Expenditures	5,826,391	1,059,707	226,132	4,540,552	22.1%
<i>Addition to / (use of) reserves</i>	<u>134,556</u>	<u>(65,001)</u>	<u>(226,132)</u>		
<b>INFORMATION SYSTEMS ICS FUND</b>					
Revenue	2,514,997	419,166	-	2,095,831	16.7%
Expenditures	2,932,685	475,402	245,724	2,211,559	24.6%
<i>Addition to / (use of) reserves</i>	<u>(417,688)</u>	<u>(56,235)</u>	<u>(245,724)</u>		
<b>WATERFRONT FUND</b>					
Revenue	12,445,067	2,473,301	-	9,971,766	19.9%
Expenditures	13,402,766	2,017,778	665,769	10,719,219	20.0%
<i>Addition to / (use of) reserves</i>	<u>(957,699)</u>	<u>455,523</u>	<u>(665,769)</u>		
<b>TOTAL FOR ALL FUNDS</b>					
Revenue	242,386,552	37,902,311	-	204,484,241	15.6%
Expenditures	256,725,101	37,101,861	8,076,314	211,546,925	17.6%
<i>Addition to / (use of) reserves</i>	<u>(14,338,549)</u>	<u>800,450</u>	<u>(8,076,314)</u>		

**\*\* It is City policy to adopt a balanced budget. In most cases, encumbrance balances exist at year-end. These encumbrance balances are obligations of each fund and must be reported at the beginning of each fiscal year. In addition, a corresponding appropriations entry must be made in order to accommodate the 'carried-over' encumbrance amount. Most differences between budgeted annual revenues and expenses are due to these encumbrance carryovers.**

**CITY OF SANTA BARBARA**  
**General Fund**  
**Interim Statement of Budgeted and Actual Revenues**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	Annual Budget	YTD Actual	Remaining Balance	Percent Received	Previous YTD
<b>TAXES</b>					
Sales and Use	21,084,894	2,522,477	18,562,417	12.0%	2,374,402
Property Taxes	25,475,500	-	25,475,500	0.0%	301,863
Utility Users Tax	6,975,300	1,163,394	5,811,906	16.7%	1,148,798
Transient Occupancy Tax	16,202,000	3,619,084	12,582,916	22.3%	3,231,238
Business License	2,415,000	324,663	2,090,337	13.4%	316,217
Real Property Transfer Tax	537,900	136,136	401,764	25.3%	119,804
<i>Total</i>	<u>72,690,594</u>	<u>7,765,753</u>	<u>64,924,841</u>	10.7%	<u>7,492,322</u>
<b>LICENSES &amp; PERMITS</b>					
Licenses & Permits	219,180	25,212	193,968	11.5%	32,084
<i>Total</i>	<u>219,180</u>	<u>25,212</u>	<u>193,968</u>	11.5%	<u>32,084</u>
<b>FINES &amp; FORFEITURES</b>					
Parking Violations	2,628,967	456,100	2,172,867	17.3%	491,856
Library Fines	135,000	19,374	115,626	14.4%	18,194
Municipal Court Fines	120,000	16,944	103,056	14.1%	26,755
Other Fines & Forfeitures	250,000	57,127	192,873	22.9%	34,247
<i>Total</i>	<u>3,133,967</u>	<u>549,546</u>	<u>2,584,421</u>	17.5%	<u>571,051</u>
<b>USE OF MONEY &amp; PROPERTY</b>					
Investment Income	676,267	105,480	570,787	15.6%	135,385
Rents & Concessions	396,322	67,846	328,476	17.1%	63,042
<i>Total</i>	<u>1,072,589</u>	<u>173,326</u>	<u>899,263</u>	16.2%	<u>198,427</u>
<b>INTERGOVERNMENTAL</b>					
Grants	571,400	66,543	504,857	11.6%	5,978
Reimbursements	14,320	-	14,320	0.0%	159
<i>Total</i>	<u>585,720</u>	<u>66,543</u>	<u>519,177</u>	11.4%	<u>6,137</u>
<b>FEES &amp; SERVICE CHARGES</b>					
Finance	926,598	147,277	779,321	15.9%	145,560
Community Development	4,632,942	679,677	3,953,265	14.7%	721,908
Recreation	2,881,339	603,215	2,278,124	20.9%	561,334
Public Safety	617,033	85,298	531,735	13.8%	96,475
Public Works	5,584,761	1,017,363	4,567,398	18.2%	901,808
Library	753,839	10,636	743,203	1.4%	4,978
Reimbursements	4,293,383	737,743	3,555,640	17.2%	693,702
<i>Total</i>	<u>19,689,895</u>	<u>3,281,209</u>	<u>16,408,686</u>	16.7%	<u>3,125,765</u>
<b>OTHER REVENUES</b>					
Miscellaneous	1,615,251	496,331	1,118,920	30.7%	496,722
Franchise Fees	3,660,300	588,361	3,071,939	16.1%	734,490
Indirect Allocations	6,292,740	1,048,790	5,243,950	16.7%	973,642
Operating Transfers-In	2,365,721	206,688	2,159,033	8.7%	254,744
<i>Total</i>	<u>13,934,012</u>	<u>2,340,170</u>	<u>11,593,842</u>	16.8%	<u>2,459,599</u>
<b>TOTAL REVENUES</b>	<u>111,325,957</u>	<u>14,201,759</u>	<u>97,124,198</u>	12.8%	<u>13,885,386</u>

**CITY OF SANTA BARBARA**  
**General Fund**  
**Interim Statement of Appropriations, Expenditures and Encumbrances**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	Annual Budget	YTD Actual	Encum- brances	** Remaining Balance	YTD Expended and Encumbered	Previous YTD
<b>GENERAL GOVERNMENT</b>						
<u>Mayor &amp; City Council</u>						
MAYOR	740,831	110,886	(77)	630,022	15.0%	
<i>Total</i>	740,831	110,886	(77)	630,022	15.0%	114,001
<u>City Attorney</u>						
CITY ATTORNEY	2,095,929	333,414	-	1,762,515	15.9%	
<i>Total</i>	2,095,929	333,414	-	1,762,515	15.9%	352,355
<u>Administration</u>						
CITY ADMINISTRATOR	1,586,999	308,236	(77)	1,278,840	19.4%	
CITY TV	528,017	76,084	47,579	404,354	23.4%	
<i>Total</i>	2,115,016	384,320	47,503	1,683,193	20.4%	301,122
<u>Administrative Services</u>						
CITY CLERK	475,090	71,856	25,868	377,366	20.6%	
ADMIN SVCS-ELECTIONS	300,000	2,000	4,550	293,450	2.2%	
HUMAN RESOURCES	1,412,511	177,770	27,909	1,206,832	14.6%	
ADMIN SVCS-EMPLOYEE DEVELOPMENT	14,447	-	-	14,447	0.0%	
<i>Total</i>	2,202,048	251,626	58,326	1,892,096	14.1%	237,812
<u>Finance</u>						
ADMINISTRATION	218,465	37,685	9,849	170,931	21.8%	
TREASURY	518,121	66,311	(3,010)	454,820	12.2%	
CASHIERING & COLLECTION	458,460	70,791	-	387,669	15.4%	
LICENSES & PERMITS	469,695	81,228	23,258	365,209	22.2%	
BUDGET MANAGEMENT	430,198	65,397	-	364,801	15.2%	
ACCOUNTING	595,851	74,022	-	521,829	12.4%	
PAYROLL	293,974	50,544	-	243,430	17.2%	
ACCOUNTS PAYABLE	226,149	35,106	-	191,043	15.5%	
CITY BILLING & CUSTOMER SERVICE	659,788	57,539	186,557	415,693	37.0%	
PURCHASING	639,003	96,864	751	541,388	15.3%	
CENTRAL STORES	170,978	25,961	472	144,546	15.5%	
MAIL SERVICES	109,740	17,018	472	92,250	15.9%	
<i>Total</i>	4,790,422	678,466	218,348	3,893,608	18.7%	642,361
<b>TOTAL GENERAL GOVERNMENT</b>	<b>11,944,246</b>	<b>1,758,712</b>	<b>324,100</b>	<b>9,861,434</b>	<b>17.4%</b>	<b>1,647,650</b>
<b>PUBLIC SAFETY</b>						
<u>Police</u>						
CHIEF'S STAFF	1,035,400	157,803	-	877,597	15.2%	
SUPPORT SERVICES	690,977	98,293	-	592,684	14.2%	
RECORDS	1,293,046	183,915	28,430	1,080,701	16.4%	
COMMUNITY SVCS	1,035,807	169,236	6,533	860,038	17.0%	
PROPERTY ROOM	213,001	29,322	594	183,085	14.0%	
TRNG/RECRUITMENT	467,896	71,617	(9,620)	405,900	13.3%	

**CITY OF SANTA BARBARA**  
**General Fund**  
**Interim Statement of Appropriations, Expenditures and Encumbrances**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>** Remaining Balance</u>	<u>YTD Expended and Encumbered</u>	<u>Previous YTD</u>
<b>PUBLIC SAFETY</b>						
<u>Police</u>						
RANGE	1,267,543	196,275	59,923	1,011,345	20.2%	
BEAT COORDINATORS	858,553	135,466	-	723,087	15.8%	
INFORMATION TECHNOLOGY	1,189,509	377,243	15,208	797,058	33.0%	
INVESTIGATIVE DIVISION	4,943,915	865,560	(1,317)	4,079,672	17.5%	
CRIME LAB	155,092	28,681	-	126,411	18.5%	
PATROL DIVISION	15,821,865	2,385,391	169,988	13,266,485	16.2%	
TRAFFIC	1,415,405	194,531	559	1,220,315	13.8%	
SPECIAL EVENTS	831,095	375,519	-	455,576	45.2%	
TACTICAL PATROL FORCE	1,423,691	198,133	-	1,225,558	13.9%	
STREET SWEEPING ENFORCEMENT	340,916	52,859	-	288,057	15.5%	
NIGHT LIFE ENFORCEMENT	301,944	48,437	-	253,507	16.0%	
PARKING ENFORCEMENT	989,866	151,506	27,800	810,560	18.1%	
CCC	2,462,970	351,780	-	2,111,190	14.3%	
ANIMAL CONTROL	661,248	52,348	-	608,900	7.9%	
<i>Total</i>	<u>37,399,739</u>	<u>6,123,914</u>	<u>298,098</u>	<u>30,977,727</u>	17.2%	<u>5,625,566</u>
<u>Fire</u>						
ADMINISTRATION	816,274	120,566	5,973	689,736	15.5%	
EMERGENCY SERVICES AND PUBLIC ED	294,891	46,095	-	248,796	15.6%	
PREVENTION	1,118,386	185,863	-	932,523	16.6%	
WILDLAND FIRE MITIGATION PROGRAM	194,392	27,803	990	165,599	14.8%	
OPERATIONS	17,996,714	2,952,299	34,286	15,010,130	16.6%	
ARFF	1,860,354	287,006	-	1,573,348	15.4%	
<i>Total</i>	<u>22,281,011</u>	<u>3,619,631</u>	<u>41,249</u>	<u>18,620,132</u>	16.4%	<u>3,511,961</u>
<b>TOTAL PUBLIC SAFETY</b>	<u>59,680,750</u>	<u>9,743,545</u>	<u>339,347</u>	<u>49,597,858</u>	16.9%	<u>9,137,527</u>
<b>PUBLIC WORKS</b>						
<u>Public Works</u>						
ADMINISTRATION	1,047,571	147,379	9,256	890,936	15.0%	
ENGINEERING SVCS	4,869,612	725,993	4,206	4,139,412	15.0%	
PUBLIC RT OF WAY MGMT	1,042,862	160,243	942	881,677	15.5%	
ENVIRONMENTAL PROGRAMS	492,234	26,077	257,039	209,118	57.5%	
<i>Total</i>	<u>7,452,279</u>	<u>1,059,692</u>	<u>271,444</u>	<u>6,121,143</u>	17.9%	<u>1,017,409</u>
<b>TOTAL PUBLIC WORKS</b>	<u>7,452,279</u>	<u>1,059,692</u>	<u>271,444</u>	<u>6,121,143</u>	17.9%	<u>1,017,409</u>
<b>COMMUNITY SERVICES</b>						
<u>Parks &amp; Recreation</u>						
PRGM MGMT & BUS SVCS	696,831	116,379	3,683	576,769	17.2%	
FACILITIES	768,855	116,839	-	652,016	15.2%	
YOUTH ACTIVITIES	941,043	369,087	8,959	562,998	40.2%	
SR CITIZENS	696,667	133,625	3,266	559,776	19.6%	

**CITY OF SANTA BARBARA**  
**General Fund**  
**Interim Statement of Appropriations, Expenditures and Encumbrances**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	Annual Budget	YTD Actual	Encum- brances	** Remaining Balance	YTD Expended and Encumbered	Previous YTD
<b>COMMUNITY SERVICES</b>						
<u>Parks &amp; Recreation</u>						
AQUATICS	1,249,438	392,182	46,293	810,963	35.1%	
SPORTS	532,302	85,868	13,100	433,334	18.6%	
TENNIS	274,749	43,647	20,000	211,102	23.2%	
NEIGHBORHOOD & OUTREACH SERV	1,018,681	186,356	-	832,325	18.3%	
ADMINISTRATION	627,767	94,515	2,725	530,527	15.5%	
PROJECT MANAGEMENT TEAM	371,618	46,362	(4,578)	329,833	11.2%	
FACILITY & PROJECT MGT	968,835	267,404	2,574	698,857	27.9%	
GROUNDS MANAGEMENT	4,670,456	648,096	63,822	3,958,538	15.2%	
FORESTRY	1,212,463	156,710	79,167	976,586	19.5%	
BEACH MAINTENANCE	153,422	18,865	(3,910)	138,467	9.7%	
<i>Total</i>	<u>14,183,127</u>	<u>2,679,821</u>	<u>229,018</u>	<u>11,274,288</u>	20.5%	<u>2,475,233</u>
<u>Library</u>						
ADMINISTRATION	460,433	66,407	-	394,026	14.4%	
PUBLIC SERVICES	2,568,570	342,733	(700)	2,226,537	13.3%	
SUPPORT SERVICES	1,537,909	248,226	(1,160)	1,290,843	16.1%	
<i>Total</i>	<u>4,566,912</u>	<u>657,367</u>	<u>(1,860)</u>	<u>3,911,406</u>	14.4%	<u>584,490</u>
<b>TOTAL COMMUNITY SERVICES</b>	<u>18,750,039</u>	<u>3,337,188</u>	<u>227,158</u>	<u>15,185,693</u>	19.0%	<u>3,059,723</u>
<b>COMMUNITY DEVELOPMENT</b>						
<u>Community Development</u>						
ADMINISTRATION	551,107	108,003	1,178	441,926	19.8%	
ECON DEV	48,420	6,334	-	42,086	13.1%	
CITY ARTS ADVISORY PROGRAM	437,260	-	-	437,260	0.0%	
RENTAL HSG MEDIATION	184,566	28,318	-	156,248	15.3%	
HUMAN SVCS	821,025	6,253	-	814,772	0.8%	
LR PLANNING/STUDIES	875,269	132,252	660	742,357	15.2%	
DEV & DESIGN REVIEW	1,349,767	196,563	12,613	1,140,591	15.5%	
ZONING	1,264,867	179,614	2,101	1,083,151	14.4%	
DESIGN REV & HIST PRESERVATN	1,099,097	152,042	5,362	941,693	14.3%	
BLDG PERMITS	1,147,440	176,980	664	969,796	15.5%	
RECORDS & ARCHIVES	558,663	78,960	6,117	473,586	15.2%	
PLAN CK & COUNTER SRV	1,302,478	241,175	701	1,060,602	18.6%	
<i>Total</i>	<u>9,639,959</u>	<u>1,311,912</u>	<u>23,996</u>	<u>8,304,051</u>	13.9%	<u>1,212,912</u>
<b>TOTAL COMMUNITY DEVELOPMENT</b>	<u>9,639,959</u>	<u>1,311,912</u>	<u>23,996</u>	<u>8,304,051</u>	13.9%	<u>1,212,912</u>
<b>NON-DEPARTMENTAL</b>						
<u>Non-Departmental</u>						
DUES, MEMBERSHIPS, & LICENSES	22,272	-	-	22,272	0.0%	
TRANSFERS OUT	43,500	7,250	-	36,250	16.7%	
DEBT SERVICE TRANSFERS	350,746	307,680	-	43,066	87.7%	

**CITY OF SANTA BARBARA**  
**General Fund**  
**Interim Statement of Appropriations, Expenditures and Encumbrances**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	Annual Budget	YTD Actual	Encum- brances	** Remaining Balance	YTD Expended and Encumbered	Previous YTD
<b>NON-DEPARTMENTAL</b>						
<u>Non-Departmental</u>						
CAPITAL OUTLAY TRANSFER	1,000,000	166,667	-	833,333	16.7%	
APPROP. RESERVE	414,158	-	-	414,158	0.0%	
NON-DEPT - COMM PROM	2,028,008	567,761	-	1,460,247	28.0%	
<i>Total</i>	3,858,684	1,049,358	-	2,809,326	27.2%	856,991
<b>TOTAL NON-DEPARTMENTAL</b>	3,858,684	1,049,358	-	2,809,326	27.2%	856,991
<b>TOTAL EXPENDITURES</b>	111,325,957	18,260,406	1,186,044	91,879,507	17.5%	16,932,212

*\*\* The legal level of budgetary control is at the department level for the General Fund. Therefore, as long as the department as a whole is within budget, budgetary compliance has been achieved. The City actively monitors the budget status of each department and takes measures to address potential over budget situations before they occur.*

*For Enterprise and Internal Service Funds, the legal level of budgetary control is at the fund level. The City also monitors and addresses these fund types for potential over budget situations.*

**CITY OF SANTA BARBARA**  
**Special Revenue Funds**  
**Interim Statement of Revenues and Expenditures**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>
<b>TRAFFIC SAFETY FUND</b>					
Revenue	506,204	95,100	-	411,104	18.8%
Expenditures	506,204	92,755	-	413,449	18.3%
<i>Revenue Less Expenditures</i>	-	2,345	-	(2,345)	
<b>CREEK RESTORATION/WATER QUALITY IMPRVMT</b>					
Revenue	3,367,572	741,201	-	2,626,371	22.0%
Expenditures	4,097,603	549,451	326,852	3,221,301	21.4%
<i>Revenue Less Expenditures</i>	(730,031)	191,750	(326,852)	(594,930)	
<b>COMM.DEVELOPMENT BLOCK GRANT</b>					
Revenue	1,187,989	70,690	-	1,117,299	6.0%
Expenditures	2,246,824	50,278	-	2,196,546	2.2%
<i>Revenue Less Expenditures</i>	(1,058,835)	20,412	-	(1,079,246)	
<b>COUNTY LIBRARY</b>					
Revenue	1,938,012	30,213	-	1,907,799	1.6%
Expenditures	2,123,376	296,612	(24,674)	1,851,438	12.8%
<i>Revenue Less Expenditures</i>	(185,364)	(266,399)	24,674	56,361	
<b>STREETS FUND</b>					
Revenue	10,449,852	1,409,706	-	9,040,146	13.5%
Expenditures	13,518,374	1,467,873	143,455	11,907,047	11.9%
<i>Revenue Less Expenditures</i>	(3,068,522)	(58,167)	(143,455)	(2,866,900)	
<b>MEASURE A</b>					
Revenue	3,411,416	544,343	-	2,867,073	16.0%
Expenditures	4,291,721	270,422	1,277,694	2,743,606	36.1%
<i>Revenue Less Expenditures</i>	(880,305)	273,921	(1,277,694)	123,468	

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**SOLID WASTE FUND**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
<b>REVENUES</b>						
Service charges	19,199,527	3,313,875	-	15,885,652	17.3%	3,024,514
Other Fees & Charges	474,816	-	-	474,816	0.0%	-
Grants	20,000	-	-	20,000	0.0%	-
Miscellaneous	233,100	79,268	-	153,832	34.0%	33,840
<b>TOTAL REVENUES</b>	<u>19,927,443</u>	<u>3,393,143</u>	<u>-</u>	<u>16,534,300</u>	17.0%	<u>3,058,354</u>
<b>EXPENSES</b>						
Salaries & Benefits	979,288	133,989	-	845,299	13.7%	123,719
Materials, Supplies & Services	18,153,421	2,862,668	32,544	15,258,209	15.9%	2,820,187
Special Projects	593,475	215	-	593,260	0.0%	-
Transfers-Out	50,000	8,333	-	41,667	16.7%	8,333
Capital Outlay Transfers	17,556	2,926	-	14,630	16.7%	1,945
Equipment	13,709	-	-	13,709	0.0%	-
Capitalized Fixed Assets	46,565	-	-	46,565	0.0%	-
Other	100,000	-	-	100,000	0.0%	-
Appropriated Reserve	33,106	-	-	33,106	0.0%	-
<b>TOTAL EXPENSES</b>	<u>19,987,120</u>	<u>3,008,131</u>	<u>32,544</u>	<u>16,946,444</u>	15.2%	<u>2,954,185</u>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**WATER OPERATING FUND**

	Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
<b>REVENUES</b>						
Water Sales - Metered	32,300,000	6,657,418	-	25,642,582	20.6%	6,267,144
Service Charges	506,500	64,417	-	442,083	12.7%	62,104
Cater JPA Treatment Charges	2,467,510	468,814	-	1,998,696	19.0%	491,341
Investment Income	534,400	82,878	-	451,522	15.5%	101,689
Rents & Concessions	22,872	3,812	-	19,060	16.7%	-
Reimbursements	673,153	469	-	672,684	0.1%	43,410
Miscellaneous	20,000	4,480	-	15,520	22.4%	16,529
<b>TOTAL REVENUES</b>	<b>36,524,435</b>	<b>7,282,288</b>	<b>-</b>	<b>29,242,147</b>	<b>19.9%</b>	<b>6,982,218</b>
<b>EXPENSES</b>						
Salaries & Benefits	8,333,163	1,197,150	-	7,136,013	14.4%	1,136,382
Materials, Supplies & Services	10,055,611	981,085	1,855,958	7,218,568	28.2%	925,662
Special Projects	1,928,452	70,978	(53,057)	1,910,531	0.9%	52,373
Water Purchases	7,851,195	1,242,963	(9,599)	6,617,831	15.7%	1,133,339
Debt Service	5,566,589	471	-	5,566,118	0.0%	1,642,246
Capital Outlay Transfers	11,189,231	1,864,872	-	9,324,359	16.7%	571,108
Equipment	126,550	6,155	16,125	104,270	17.6%	4,023
Capitalized Fixed Assets	141,294	7,571	26,556	107,167	24.2%	7,541
Other	32,775	525	-	32,250	1.6%	525
Appropriated Reserve	150,000	-	-	150,000	0.0%	-
<b>TOTAL EXPENSES</b>	<b>45,374,860</b>	<b>5,371,771</b>	<b>1,835,983</b>	<b>38,167,106</b>	<b>15.9%</b>	<b>5,473,200</b>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**WASTEWATER OPERATING FUND**

	Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
<b>REVENUES</b>						
Service Charges	16,997,000	3,014,051	-	13,982,949	17.7%	2,868,732
Fees	692,579	230,272	-	462,307	33.2%	221,783
Investment Income	150,900	24,624	-	126,276	16.3%	29,905
Rents & Concessions	32,000	-	-	32,000	0.0%	-
Miscellaneous	35,000	4,609	-	30,391	13.2%	3,000
<b>TOTAL REVENUES</b>	<b>17,907,479</b>	<b>3,273,556</b>	<b>-</b>	<b>14,633,923</b>	<b>18.3%</b>	<b>3,123,420</b>
<b>EXPENSES</b>						
Salaries & Benefits	5,722,999	798,460	-	4,924,539	14.0%	813,794
Materials, Supplies & Services	6,565,122	708,008	1,767,939	4,089,174	37.7%	565,063
Special Projects	686,172	6,402	45,245	634,525	7.5%	-
Debt Service	1,668,096	314	-	1,667,782	0.0%	-
Capital Outlay Transfers	4,154,727	692,455	-	3,462,273	16.7%	500,020
Equipment	97,000	-	(44)	97,044	0.0%	1,567
Capitalized Fixed Assets	32,277	-	4,098	28,179	12.7%	-
Other	3,000	1,000	-	2,000	33.3%	1,000
Appropriated Reserve	150,000	-	-	150,000	0.0%	-
<b>TOTAL EXPENSES</b>	<b>19,079,393</b>	<b>2,206,639</b>	<b>1,817,238</b>	<b>15,055,516</b>	<b>21.1%</b>	<b>1,881,444</b>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**  
**DOWNTOWN PARKING**

	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>Encum- brances</b>	<b>Remaining Balance</b>	<b>Percent of Budget</b>	<b>Previous YTD</b>
<b>REVENUES</b>						
Improvement Tax	875,000	226,652	-	648,348	25.9%	234,960
Parking Fees	6,313,084	1,101,881	-	5,211,204	17.5%	1,090,328
Other Fees & Charges	1,000	562	-	438	56.2%	-
Investment Income	98,200	16,729	-	81,471	17.0%	18,589
Rents & Concessions	88,925	18,821	-	70,104	21.2%	6,821
Miscellaneous	1,000	688	-	312	68.8%	(842)
Operating Transfers-In	43,500	7,250	-	36,250	16.7%	7,250
<b>TOTAL REVENUES</b>	<b>7,420,709</b>	<b>1,372,583</b>	<b>-</b>	<b>6,048,126</b>	<b>18.5%</b>	<b>1,357,106</b>
<b>EXPENSES</b>						
Salaries & Benefits	4,049,433	616,672	-	3,432,761	15.2%	586,407
Materials, Supplies & Services	2,086,258	264,247	213,392	1,608,620	22.9%	237,939
Special Projects	548,295	58,576	418,025	71,695	86.9%	-
Transfers-Out	303,064	50,511	-	252,553	16.7%	49,520
Capital Outlay Transfers	1,507,753	251,292	-	1,256,461	16.7%	185,324
Equipment	25,000	-	4,000	21,000	16.0%	280
Appropriated Reserve	50,000	-	-	50,000	0.0%	-
<b>TOTAL EXPENSES</b>	<b>8,569,803</b>	<b>1,241,297</b>	<b>635,416</b>	<b>6,693,090</b>	<b>21.9%</b>	<b>1,059,470</b>

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**  
**AIRPORT OPERATING FUND**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
<b>REVENUES</b>						
Leases - Commercial / Industrial	4,472,500	724,699	-	3,747,801	16.2%	725,083
Leases - Terminal	5,189,964	737,181	-	4,452,783	14.2%	774,826
Leases - Non-Commerical Aviation	1,895,929	279,049	-	1,616,880	14.7%	274,461
Leases - Commerical Aviation	3,939,000	656,936	-	3,282,064	16.7%	577,676
Investment Income	111,100	20,234	-	90,866	18.2%	19,708
Miscellaneous	142,600	22,708	-	119,892	15.9%	339
<b>TOTAL REVENUES</b>	<u>15,751,093</u>	<u>2,440,806</u>	<u>-</u>	<u>13,310,287</u>	<u>15.5%</u>	<u>2,372,094</u>
<b>EXPENSES</b>						
Salaries & Benefits	5,522,998	760,764	-	4,762,234	13.8%	749,545
Materials, Supplies & Services	7,247,586	980,564	649,425	5,617,597	22.5%	909,678
Special Projects	1,004,175	57,038	-	947,138	5.7%	46,530
Transfers-Out	19,728	3,288	-	16,440	16.7%	3,049
Debt Service	1,817,106	-	-	1,817,106	0.0%	-
Capital Outlay Transfers	124,336	20,723	-	103,613	16.7%	17,440
Equipment	52,500	11,386	(651)	41,765	20.4%	1,350
Appropriated Reserve	103,839	-	-	103,839	0.0%	-
<b>TOTAL EXPENSES</b>	<u>15,892,268</u>	<u>1,833,762</u>	<u>648,774</u>	<u>13,409,732</u>	<u>15.6%</u>	<u>1,727,592</u>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**GOLF COURSE FUND**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
<b>REVENUES</b>						
Fees & Card Sales	1,739,239	330,773	-	1,408,466	19.0%	301,695
Investment Income	8,800	2,040	-	6,760	23.2%	1,865
Rents & Concessions	332,520	66,938	-	265,582	20.1%	30,474
Miscellaneous	500	(100)	-	600	-19.9%	(10)
<b>TOTAL REVENUES</b>	<u>2,081,059</u>	<u>399,651</u>	<u>-</u>	<u>1,681,408</u>	<u>19.2%</u>	<u>334,024</u>
<b>EXPENSES</b>						
Salaries & Benefits	1,022,332	152,229	-	870,103	14.9%	160,167
Materials, Supplies & Services	562,907	80,877	-	482,030	14.4%	38,427
Debt Service	245,698	165,865	-	79,833	67.5%	161,887
Capital Outlay Transfers	214,686	35,781	-	178,905	16.7%	26,396
Equipment	3,000	-	-	3,000	0.0%	-
Other	900	-	-	900	0.0%	-
<b>TOTAL EXPENSES</b>	<u>2,049,523</u>	<u>434,752</u>	<u>-</u>	<u>1,614,771</u>	<u>21.2%</u>	<u>386,876</u>

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**INTRA-CITY SERVICE FUND**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
<b>REVENUES</b>						
Service charges	242,253	40,376	-	201,878	16.7%	16,597
Work Orders - Bldg Maint.	2,592,140	336,799	-	2,255,341	13.0%	521,201
Grants	-	-	-	-	100.0%	75,062
Service Charges	2,288,520	381,420	-	1,907,100	16.7%	342,855
Miscellaneous	69,750	10,207	-	59,543	14.6%	11,679
<b>TOTAL REVENUES</b>	<u>5,192,663</u>	<u>768,802</u>	<u>-</u>	<u>4,423,861</u>	<u>14.8%</u>	<u>967,395</u>
<b>EXPENSES</b>						
Salaries & Benefits	3,462,955	503,993	-	2,958,962	14.6%	509,128
Materials, Supplies & Services	1,399,994	197,575	228,033	974,386	30.4%	181,471
Special Projects	381,206	106,362	224,976	49,868	86.9%	84,258
Equipment	15,000	-	-	15,000	0.0%	-
Capitalized Fixed Assets	85,053	85	15,054	69,914	17.8%	8,041
Appropriated Reserve	26,050	-	-	26,050	0.0%	-
<b>TOTAL EXPENSES</b>	<u>5,370,258</u>	<u>808,015</u>	<u>468,063</u>	<u>4,094,179</u>	<u>23.8%</u>	<u>782,897</u>

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**FLEET REPLACEMENT FUND**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
<b>REVENUES</b>						
Vehicle Rental Charges	2,228,805	371,468	-	1,857,338	16.7%	357,703
Investment Income	122,300	20,315	-	101,985	16.6%	22,684
Rents & Concessions	233,978	38,996	-	194,982	16.7%	37,400
Miscellaneous	173,118	22,354	-	150,764	12.9%	4,000
<b>TOTAL REVENUES</b>	<u>2,758,201</u>	<u>453,133</u>	<u>-</u>	<u>2,305,068</u>	16.4%	<u>421,787</u>
<b>EXPENSES</b>						
Salaries & Benefits	193,629	28,227	-	165,402	14.6%	28,499
Materials, Supplies & Services	3,061	364	-	2,698	11.9%	285
Special Projects	1,132,833	3,596	22,000	1,107,238	2.3%	-
Capitalized Fixed Assets	2,959,112	1,553	50,802	2,906,758	1.8%	802
<b>TOTAL EXPENSES</b>	<u>4,288,636</u>	<u>33,740</u>	<u>72,802</u>	<u>4,182,095</u>	2.5%	<u>29,586</u>

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**FLEET MAINTENANCE FUND**

	Annual Budget	YTD Actual	Encum- brances	Remaining Balance	Percent of Budget	Previous YTD
<b>REVENUES</b>						
Vehicle Maintenance Charges	2,463,432	410,572	-	2,052,860	16.7%	395,320
Reimbursements	10,000	1,667	-	8,333	16.7%	1,667
Miscellaneous	103,070	17,178	-	85,892	16.7%	2,377
<b>TOTAL REVENUES</b>	<b>2,576,502</b>	<b>429,417</b>	<b>-</b>	<b>2,147,085</b>	<b>16.7%</b>	<b>399,364</b>
<b>EXPENSES</b>						
Salaries & Benefits	1,280,067	182,721	-	1,097,346	14.3%	187,202
Materials, Supplies & Services	1,169,472	151,479	238,906	779,087	33.4%	140,283
Special Projects	108,938	282	11,718	96,938	11.0%	1,251
Debt Service	43,070	7,178	-	35,892	16.7%	-
Equipment	7,000	8,800	(8,800)	7,000	0.0%	190
Appropriated Reserve	16,893	-	-	16,893	0.0%	-
<b>TOTAL EXPENSES</b>	<b>2,625,440</b>	<b>350,460</b>	<b>241,824</b>	<b>2,033,156</b>	<b>22.6%</b>	<b>328,926</b>

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**SELF INSURANCE TRUST FUND**

	<b>** Annual Budget</b>	<b>YTD Actual</b>	<b>Encum- brances</b>	<b>Remaining Balance</b>	<b>Percent of Budget</b>	<b>Previous YTD</b>
<b>REVENUES</b>						
Insurance Premiums	2,756,112	459,352	-	2,296,760	16.7%	433,004
Workers' Compensation Premiums	2,950,702	491,784	-	2,458,918	16.7%	433,333
OSH Charges	193,833	32,306	-	161,528	16.7%	-
Investment Income	60,300	7,787	-	52,513	12.9%	10,995
Miscellaneous	-	3,478	-	(3,478)	100.0%	-
Accel - Return of Premium	-	-	-	-	100.0%	600,000
<b>TOTAL REVENUES</b>	<b>5,960,947</b>	<b>994,706</b>	<b>-</b>	<b>4,966,241</b>	<b>16.7%</b>	<b>1,477,333</b>
<b>EXPENSES</b>						
Salaries & Benefits	538,662	75,302	-	463,360	14.0%	76,820
Materials, Supplies & Services	5,287,629	984,406	226,132	4,077,092	22.9%	795,573
Special Projects	100	-	-	100	0.0%	-
Transfers-Out	-	-	-	-	100.0%	59,335
<b>TOTAL EXPENSES</b>	<b>5,826,391</b>	<b>1,059,707</b>	<b>226,132</b>	<b>4,540,552</b>	<b>22.1%</b>	<b>931,728</b>

*\*\* The Self Insurance Trust Fund is an internal service fund of the City, which accounts for the cost of providing workers' compensation, property and liability insurance as well as unemployment insurance and certain self-insured employee benefits on a city-wide basis. Internal Service Funds charge other funds for the cost of providing their specific services.*

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**INFORMATION SYSTEMS ICS FUND**

	<u>Annual Budget</u>	<u>YTD Actual</u>	<u>Encum- brances</u>	<u>Remaining Balance</u>	<u>Percent of Budget</u>	<u>Previous YTD</u>
<b>REVENUES</b>						
Service charges	2,514,997	419,166	-	2,095,831	16.7%	393,013
<b>TOTAL REVENUES</b>	<u>2,514,997</u>	<u>419,166</u>	<u>-</u>	<u>2,095,831</u>	<u>16.7%</u>	<u>393,013</u>
<b>EXPENSES</b>						
Salaries & Benefits	1,701,218	260,492	-	1,440,726	15.3%	238,462
Materials, Supplies & Services	846,419	175,756	114,465	556,198	34.3%	118,383
Special Projects	28,212	-	2,500	25,712	8.9%	-
Capital Outlay Transfers	212,000	35,333	-	176,667	16.7%	-
Equipment	8,250	3,820	7,640	(3,210)	138.9%	4,749
Capitalized Fixed Assets	124,000	-	121,120	2,880	97.7%	-
Appropriated Reserve	12,586	-	-	12,586	0.0%	-
<b>TOTAL EXPENSES</b>	<u>2,932,685</u>	<u>475,402</u>	<u>245,724</u>	<u>2,211,559</u>	<u>24.6%</u>	<u>361,594</u>

**CITY OF SANTA BARBARA**  
**Interim Statement of Revenues and Expenses**  
**For the Two Months Ended August 31, 2013 (16.7% of Fiscal Year)**

**WATERFRONT FUND**

	<b>Annual Budget</b>	<b>YTD Actual</b>	<b>Encum- brances</b>	<b>Remaining Balance</b>	<b>Percent of Budget</b>	<b>Previous YTD</b>
<b>REVENUES</b>						
Leases - Commercial	1,373,772	274,350	-	1,099,422	20.0%	287,215
Leases - Food Service	2,641,800	528,365	-	2,113,435	20.0%	491,542
Slip Rental Fees	4,122,293	688,844	-	3,433,449	16.7%	677,458
Visitors Fees	450,000	82,237	-	367,763	18.3%	93,167
Slip Transfer Fees	525,000	106,950	-	418,050	20.4%	108,675
Parking Revenue	2,009,800	586,648	-	1,423,152	29.2%	526,871
Wharf Parking	250,000	54,934	-	195,067	22.0%	58,151
Other Fees & Charges	236,435	40,669	-	195,766	17.2%	34,759
Investment Income	137,700	10,587	-	127,113	7.7%	12,961
Rents & Concessions	306,267	49,922	-	256,345	16.3%	49,708
Miscellaneous	392,000	49,796	-	342,204	12.7%	70,007
<b>TOTAL REVENUES</b>	<b>12,445,067</b>	<b>2,473,301</b>	<b>-</b>	<b>9,971,766</b>	<b>19.9%</b>	<b>2,410,513</b>
<b>EXPENSES</b>						
Salaries & Benefits	5,866,308	878,133	-	4,988,175	15.0%	905,343
Materials, Supplies & Services	3,733,673	505,172	632,742	2,595,758	30.5%	504,464
Special Projects	167,250	14,574	-	152,676	8.7%	13,214
Debt Service	1,843,880	351,455	-	1,492,425	19.1%	166,959
Capital Outlay Transfers	1,544,155	257,359	-	1,286,796	16.7%	256,830
Equipment	107,500	4,111	-	103,389	3.8%	11,415
Capitalized Fixed Assets	40,000	6,973	33,027	-	100.0%	-
Appropriated Reserve	100,000	-	-	100,000	0.0%	-
<b>TOTAL EXPENSES</b>	<b>13,402,766</b>	<b>2,017,778</b>	<b>665,769</b>	<b>10,719,219</b>	<b>20.0%</b>	<b>1,858,225</b>

NOTE - These figures reflect the operating fund only. Though the capital fund is excluded, the current year contribution from the operating fund is shown in the Capital Transfers.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

**FROM:** Mayor and Council Ad Hoc Recruitment Committee

**SUBJECT:** Professional Services Agreement To Conduct Recruitment And Selection Process For A New City Attorney

**RECOMMENDATION:** That Council:

- A. Approve, and authorize the City Administrator to execute, an agreement with Ralph Andersen and Associates to conduct a City Attorney recruitment and selection process for a total cost not to exceed \$29,500; and
- B. Allocate \$29,500 from the Appropriated Reserve of the General Fund to the Mayor & Council's Fiscal Year 2014 budget to cover recruitment costs for a new City Attorney.

### **DISCUSSION:**

On August 6, 2013 City Attorney Stephen P. Wiley informed Council that he would be retiring from the City of Santa Barbara in December 2013.

Mayor Schneider formed an Ad Hoc Recruitment Committee consisting of herself along with Councilmembers Bendy White and Dale Francisco. The Ad Hoc Committee received and reviewed three proposals from recruiting firms and selected and interviewed two finalists: Ralph Andersen & Associates and William Avery & Associates, Inc. Both firms had comparable pricing. While both companies were qualified the Committee selected Ralph Andersen and Associates as the top choice to conduct the recruitment.

Ralph Andersen & Associates has been providing executive search and management consulting services since 1972. This firm is experienced at conducting legal searches for a variety of public agencies – cities, counties, and special districts within California and across the United States.

Council Agenda Report  
Professional Services Agreement To Conduct Recruitment And Selection Process For A  
New City Attorney  
October 8, 2013  
Page 2

Ralph Andersen & Associates proposes to conduct the recruitment and selection process, including background and reference checks for a total cost not to exceed \$29,500. Upon execution of the agreement, Ralph Andersen & Associates will proceed immediately with the goal of having the Mayor and Council select a new City Attorney in early 2014.

**BUDGET/FINANCIAL INFORMATION:**

The expenses of this recruitment, not to exceed \$29,500, will be funded from an allocation of General Fund appropriated reserve to the Mayor & Council's budget.

**PREPARED BY:** Helene Schneider, Mayor

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

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



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

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

**SUBJECT:** Contract For Development Of Wastewater Collection System Hydraulic Computer Model

### **RECOMMENDATION:**

That Council approve and authorize the Public Works Director to execute a contract with Water Systems Consulting, Incorporated, in the amount of \$183,845 for Wastewater Collection System hydraulic modeling services, and approve expenditures of up to \$18,385 for extra services of Water Systems Consulting, Incorporated, that may result from necessary changes in the scope of work, for a total of \$202,230.

### **DISCUSSION:**

The City of Santa Barbara owns and operates a 254-mile municipal wastewater collection system. Sewer mains in this system range in size from 6 to 42 inches in diameter. In order to minimize the occurrence of sanitary sewer overflows from this system, it is imperative that sewer system management activities are conducted efficiently and effectively. Staff has identified opportunities to better utilize technology to both plan and assess its current Wastewater Collection System Capital Improvement Program and the associated maintenance work. An important component of utilizing the above technology is to complete the development of the City's sewer system computer model by including small diameter sewer mains and updating the hydraulic data inputs to the newly-modeled sewer mains.

The City issued a Request for Proposals and received seven proposals from engineering firms interested in developing the sewer system modeling and related work. On July 17, 2013, staff interviewed four firms whose proposals demonstrated the highest conformance to the requested scope of work. From this competitive process, Water Systems Consulting, Incorporated, was selected as the most qualified consultant for this work effort.

The proposed contract scope of work will consist of consultant professional services support for:

- Assessing the City's existing sewer system computer model;
- Updating the existing computer model to include all small diameter city sewer mains;
- Calibrating and validating the computer model;
- Preparing system-wide hydraulic analysis scenarios for present and future use;
- Preparing a summary report which highlights small diameter sewer mains requiring future Capital Improvement Program replacement due to future scenario hydraulic limitations; and
- Providing technical training to City staff so that staff can independently use the updated sewer system computer model.

At their meeting on September 9, 2013, the Board of Water Commissioners voted 3-0-0 to concur with staff's recommendations.

**BUDGET/FINANCIAL INFORMATION:**

This project was anticipated, and there are adequate appropriated funds in the Wastewater Capital Fund for this professional consultant work.

**SUSTAINABILITY IMPACT:**

An updated wastewater collection system computer model, which includes all City sewer mains, will assist City staff in determining which sewer mains may require future replacement due to localized population density increases in urban neighborhoods.

**PREPARED BY:** Christopher Toth, Wastewater System Manager/CJT/mh

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

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



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

**FROM:** Planning Division, Community Development Department

**SUBJECT:** Rancho Arroyo Specific Plan Amendment And Zone Change Initiation

**RECOMMENDATION:** That Council:

- A. Initiate an Amendment to the Rancho Arroyo Specific Plan to allow the following additional uses on Area A-2 (251 S. Hope Avenue/Assessor's Parcel No. 051-240-008): State-Licensed Senior Residential Care Facility with a Conditional Use Permit, Community Benefit Housing, and Recreation/Open Space; and
- B. Initiate a Zone Change to Rancho Arroyo Specific Plan Area A-2 (251 S. Hope Avenue/Assessor's Parcel No. 051-240-008) from E-3 (One Family Residence Zone) to R-3 (Limited Multiple Family Residence Zone).

### **DISCUSSION:**

The City has received an application from Dudek, agent for property owner Don Hughes, requesting City Council initiation of a Specific Plan Amendment to allow for development of an Alzheimer's Care Facility at 251 S. Hope Avenue. The subject property is a vacant, 1.76 acre parcel, known as Area A-2 of the Rancho Arroyo Specific Plan. The parcel is zoned E-3 (One Family Residence Zone) and PD (Planned Development) and located in the SD-2 overlay (Upper State Street Area).

The Rancho Arroyo Specific Plan adopted by City Council in November 1984 was intended to guide the development of approximately 25 acres in the vicinity of Hope Avenue and Hitchcock Way. The goals of the Specific Plan, stated in the adopting resolution, were to: (1) improve and extend the circulation system in the area; (2) provide housing, including affordable housing; and (3) provide additional land for auto dealerships. The Specific Plan has resulted in two auto dealerships (Area A-1); 112 affordable senior apartments (Area B-1); 136 condominiums (Areas B-2 and C); extensions of Hope Avenue, Hitchcock Way, and Calle Real; land dedication for the Highway 101 Hope Avenue hook ramps; and other public street improvements. The Specific Plan was almost fully built out in the 1980s and 1990s. Area A-2 is the only remaining vacant in the Specific Plan area.

The Specific Plan's goal of providing additional land for auto dealerships was a response to the impending displacement of downtown dealerships by the Crosstown Freeway project and the recognition of auto sales revenues as an important economic contributor to the City. To achieve that goal, Specific Plan restricts the development of Areas A-1 and A-2 to auto dealerships and ancillary facilities only. These locations were recognized as desirable for auto dealerships due to the proximity to the freeway, major arterials, and existing auto dealers. All new car sales lots are limited to the PD Zone citywide. The PD Zone is a contiguous area in the vicinity of Calle Real, Hope Avenue, and Hitchcock Way that includes Areas A-1 and A-2.

The shape of the subject parcel, required building setbacks, an earthquake fault, and Arroyo Burro Creek limit its development potential. In the attached letter, the applicant states the subject parcel is too small and constrained to accommodate an auto dealership. Even if the parcel has inadequate area for development of an independent auto dealership, the parcel retains some economic value under current regulations for expansion or ancillary use of another auto dealer in the area. However, because the parcel has remained undeveloped since the Specific Plan was adopted in 1984, staff supports an amendment to allow for limited additional uses that would further the goals of the General Plan appropriate for this location.

The General Plan Housing Element includes an implementation action to promote and assist the development and processing of new congregate housing opportunities or board and care facilities for mentally disabled persons. The proposed Alzheimer's Care Facility would provide additional housing for this need. The Housing Element also identifies the needs for additional employer-sponsored housing; housing affordable to low, moderate, or middle income households; transitional housing; and affordable efficiency dwelling units. Staff recommends that the allowable uses for this property include community benefit housing types, such as these, in case the proposed project is not pursued or is constructed but ceases operation. The details of allowable housing types would be addressed by the Planning Commission.

The 1964 General Plan Map originally included a Park Symbol in the area of the Rancho Arroyo Specific Plan. The Specific Plan requires review of any development by the Parks and Recreation Commission for generation of additional recreational demand and the provision of adequate recreational opportunities. It also requires dedication and construction of a public trail along Arroyo Burro Creek on the subject parcel and open space for active and passive recreation for all residential developments. Staff recommends that Recreation/Open Space be included as an allowed use with the other residential uses.

In addition to the requested Specific Plan Amendment, staff recommends initiation of a zone change from E-3 (One Family Residence Zone) to R-3 (Limited Multiple Family Residence Zone). This zone change would be consistent with the property's General Plan designation of Commercial/Medium-High Density Residential (15-27 dwelling units per acre) and the existing R-3 zoning across Hope Avenue. A zone change to R-3

would also increase the residential maximum height limit of the property from 30 feet to 45 feet within three stories, which is a more appropriate height limit at this location for the proposed use (the PD Zone also has a 45 foot and three story height limit). The Zoning Ordinance also includes specific standards and findings for a Conditional Use Permit for State-licensed residential care facilities appropriate for the review of the proposed project (SBMC 28.94.030.R).

If City Council initiates a Specific Plan Amendment, staff would process a development application for the proposed Alzheimer's Care Facility concurrently with the Specific Plan Amendment. Although the applicant includes a description of the project, it has not been submitted for review as of yet. Following submittal of a complete application, staff would complete environmental review for the project and the Planning Commission would hold a public hearing for a decision on the Conditional Use Permit and any requested zoning Modifications and a recommendation to City Council on the Specific Plan Amendment and Zone Change. Planning Commission approval of the Conditional Use Permit and Modifications would be contingent on City Council's approval of the Specific Plan Amendment. The project is also subject to review and approval by the Architectural Board of Review and that review would be concurrent with the Planning Commission review, as it is usually done in the review process.

**ATTACHMENTS:**     1. Applicant's letter dated September 16, 2013  
                          2. Rancho Arroyo Specific Plan

**PREPARED BY:**     Daniel Gullett, Associate Planner

**SUBMITTED BY:**    Paul Casey, Community Development Director

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

# DUDEK

621 CHAPALA STREET  
SANTA BARBARA, CALIFORNIA 93101  
T 805.963.0651 F 805.963.2074

September 16, 2013

Mayor and City Council Members  
c/o Mr. Dan Gullett, Project Planner  
City of Santa Barbara  
Community Development Department  
630 Garden Street  
Santa Barbara, CA 93101

HAND DELIVERED

**RECEIVED**  
SEP 16 2013

**CITY OF SANTA BARBARA  
PLANNING DIVISION**

**SUBJECT: 251 S. Hope Avenue, Santa Barbara, CA (APN 051-240-008/ MST 2013-00296)  
Initiation of Specific Plan Amendment – Rancho Arroyo Specific Plan No. 4**

Dear Mayor and City Council Members:

On behalf of Mr. Don Hughes, the owner of the subject property, we are requesting that your Council Initiate a Specific Plan Amendment to the Rancho Arroyo Specific Plan (RASP) to allow for the development of an Alzheimer's/Senior Care facility at 251 S. Hope Avenue, located just north of the intersection of Calle Real and Hope Avenue, in the City of Santa Barbara.

## **Project Request**

The proposed Specific Plan Amendment would allow an Alzheimer's (Senior) Care facility on the subject property. The RASP would be amended as follows:

### VI. Permitted Uses

#### 1. Area A –

Low Intensity Planned Development (PD) consisting of the following:

- Automobile dealerships; and
- Ancillary facilities which are part of the automobile dealerships; except
- Spray paint booths shall be permitted only after a determination by the APCD or other subsequent air quality regulating agency that the proposed design would not emit vapors or fumes that could travel beyond the boundary of Area A, and upon approval of the Planning Commission making the findings required for a Conditional Use Permit.
- Senior Care Housing upon approval of the Planning Commission making the findings required for a Conditional Use Permit.

## **Background**

The subject property was part of a 28 acre citrus and avocado orchard that operated since the 1930s. However, the property was annexed by the City of Santa Barbara in 1973 and was zoned E-3 for single family residential. In 1984, the City Council adopted the Rancho Arroyo Specific Plan No. 4 (RASP) by Resolution No. 84-177, which applied at the time to two vacant parcels located between La Cumbre Plaza and the Hitchcock Auto Center. The adopted RASP provided for auto dealerships on Area A, affordable housing and auto dealerships on Area B, and market rate housing on Area C. The RASP also provided for the extensions of Hope Avenue and Hitchcock Way through the property, and the right-of-way dedications to allow the construction of hook ramps at the U.S 10/Calle Real/Hope Avenue intersections.

Area A, which includes the subject property, had a Single-Family (E-3) zone designation and the rezoning as part of the RASP added a Planned Development (PD) Overlay to allow automobile dealerships, with Areas B and C rezoned from Single-Family (E-3) to Multiple-Family (R-3) with a PD Overlay to allow automobile dealerships.

In 1985, the City Planning Commission approved Resolution No. 109-85 for a Tentative Subdivision Map to divide the two existing parcels covered by the RASP into five parcels. Area A, comprised of one parcel, was divided into two parcels (A-1 and A-2), with Areas B and C comprised of one parcel, divided into three separate parcels (B-1, B-2, and C). Three of the parcels (Areas A-1, A-2, and B-2) were designated for auto dealership uses, with two of the parcels (Areas B-1 and C) designated for housing.

The originally proposed Tentative Subdivision Map showed Area A being divided into two roughly equally sized parcels; however, for reasons unclear in the record, the approved subdivision divided Area A into one 6.68 acre parcel (Area A-1) and one 1.76 acre parcel (Area A-2).

In 1986, the City approved Specific Plan Amendment No. 1 to the RASP by Resolution No. 86-160. This amendment removed residential development potential from Area B-2 and essentially doubled the number of affordable residential units on Areas B-1 and C. As part of this amendment, it was agreed that if auto related uses were not developed on B-2 within five years, residential uses would be allowed.

A subsequent specific plan amendment was requested in 1987 to allow automobile services (e.g., service bays) on Area B-2, which was expressly prohibited under the RASP. The City denied the request to amend the RASP; citing the use was incompatible with surrounding residential uses. As automobile servicing is a vital component to the success of an auto-dealership, the denial to allow such services, resulted in Area B-2 being developed with affordable residential units.

In 1995, the 6.68 acre Area A-1 was subdivided into two lots, creating two approximately 3.34 acre sized parcels, which were subsequently developed with new auto dealerships.

The 1.76 acre Area A-2 has never been developed and remains vacant today. Temporary uses for seasonal Christmas tree and pumpkin lot sales have been permitted over the years.

### **Rationale For Initiation of Specific Plan Amendment**

The approval of the RASP was based upon the achievement of the provision of affordable housing, installation of traffic improvements including the extension of Hope and Hitchcock between State and Calle Real, and accommodation of automobile dealerships due to their important contribution to the City's economic base. To date, it can be stated that the overall objectives and goals of the adopted RASP and surrounding area have been fully implemented and accomplished. The RASP has been developed as envisioned with market rate and affordable residential housing, new auto dealerships, and substantial traffic improvements (see attached aerial photo).

The only remaining parcel within the RASP not developed is the subject 1.76 acre parcel. As noted above, the originally proposed Tentative Parcel Map divided Area A into two separate, but essentially equally sized parcels. However, for reasons unclear in City records, the proposed subdivision line dividing Area A was shifted northward, creating instead, a 6.68 acre parcel and the 1.76 acre parcel. This change essentially eliminated any potential to develop a future auto dealership on what became a small, irregularly shaped, and constrained parcel. The property basically became a "remnant" lot as a result of the 5-lot subdivision. A "remnant" lot is typically defined as a lot that is small in size, irregular in shape, undeveloped for years, and has physical limitations making the site mostly, if not entirely unbuildable.

The subject lot is indeed small in size, particularly for new auto dealerships, irregular in shape, and constrained by setbacks from Arroyo Burro Creek, the Mission Ridge Fault, City road right-of-way and setback requirements, a 25-foot equestrian and hiking trail easement, and a drainage easement that significantly reduce the overall buildable area on this lot (see attached "Plotted Easements"). The parcel is roughly half the size of the surrounding lots upon which the existing auto dealerships are located. The average minimum lot size of the surrounding auto dealerships is 3 acres (see attached parcel map). All of these factors contribute to this lot remaining vacant and undeveloped since approval of the 5-lot Tentative Subdivision Map in 1985.

Despite the efforts over the last 28 years to market this "remnant" undersized and constrained parcel for auto related uses, the subject lot remains vacant. According to local commercial real estate brokers, not only is the parcel too small and constrained to accommodate an auto dealership, the Santa Barbara area is considered saturated with auto dealerships, which is why a portion of the former Mel Clayton Ford site remains vacant today. Even use of the property as a potential "shelf space" (vehicle inventory storage) for an existing auto dealership does not make economic sense; it is simply too expensive. This is further evident by recent discussions with adjacent auto dealerships to gauge their interest in the property. The property simply does not work from an economic perspective for auto related uses.

The proposed Alzheimer's/Senior Care facility on this property would be consistent with the new General Plan land use designation for the property and is an allowed use under the existing base zone of E-3 and the PD Overlay, subject to a Conditional Use Permit. No rezone would be required for the proposed Alzheimer's Care facility. However, it is our understanding that City staff would recommend concurrently processing initiation of a "consistency rezone" for the property from the E-1 (single family) zone to the R-3 (multi-family) zone to be consistent with the new General Plan designation of Commercial/Medium-High Density Residential (15-27 dwelling units per acre) applied to the property as part of the City's 2011 General Plan Update. The Alzheimer's/Senior Care facility would also further the City's land use and housing goals, objectives, and actions as identified in the City's recently updated 2011 Land Use Element and 2011 Housing Element, providing for much needed Community Benefit Housing, such as market and affordable rate senior care (special needs) housing. It is our understanding that this property has been identified as a potential affordable housing or senior care housing site in the City's Housing Element.

In short, the proposed Alzheimer's/Senior Care facility on this "remnant" lot would not impair the City's ability to fully implement the Rancho Arroyo Specific Plan, as we believe the goals and objectives of the Specific Plan have been fully met, if not exceeded. As noted above, the RASP has been developed as envisioned with market rate and affordable residential housing, new auto dealerships, and substantial traffic improvements. The proposed project provides an excellent opportunity to provide much needed special needs housing on a constrained lot in an ideal location within the community.

## **Specific Plan Amendment**

### Project Description

The proposed Alzheimer's/Senior Care project involves the development of a two-story, 54,222 square foot, 84-bed facility on the 1.76 acre parcel (APN: 051-240-008) located at 251 S. Hope Avenue (see attached site plan). The proposed project would provide daily care with basic living tasks for Alzheimer's patients and Assisted Living spouse residents. The facility would be licensed by the State of California Department of Health and provide 24-hour registered nurse care within a secure building, with doctors available on call. The Alzheimer's/Senior Care facility is a low traffic generator, since residents do not have vehicles. No trees or significant vegetation would be removed as a result of development of the proposed project.

### Environmental Considerations

#### *Traffic/ Circulation:*

The proposed project is not a high generator of vehicle traffic. Residents of the facility do not own vehicles and a majority of the employees of the facility typically use public transportation. Consequently, we do not anticipate any significant traffic and/or circulation impacts from implementation of the proposed project.

*Noise:*

The project site is located over 500 feet from U.S. 101 Freeway and the site is shown within the 60 dBA noise contour of the City of Santa Barbara's Noise Contour Map. Noise from operation of the adjacent auto dealership is not anticipated to be an issue. The existing service bays are mostly, if not entirely located within an enclosed area and oriented in a manner that directs noise away from the proposed Alzheimer's/Senior Care facility. Furthermore, the adjacent auto dealership did not include an external loudspeaker system as part of the approved project. Consequently, no nuisance noise is anticipated to occur from the adjacent auto dealership.

*Biology:*

Arroyo Burro Creek is located on the western property boundary of the project site. The proposed project includes a 25-foot setback from the concrete lined creek channel for the equestrian/hiking trail. The vegetation in and around the concrete lined creek channel is not considered high quality habitat. There are many invasive and non-native species located within the creek area. No vegetation along the concrete lined creek channel area is proposed to be removed as part of development of the proposed project.

Policy Considerations

The General Plan designation of the project site is Commercial/Medium High Residential (15-27 du/acre). The proposed project and requested Specific Plan Amendment would, therefore, be consistent with the General Plan.

The approved RASP and Amendment No. 1 to the RASP allowed for a mix of infill development that included auto dealerships and residential uses. The primary goal of the RASP is to maximize the community wide benefits of securing the City's economic base with auto dealerships while providing affordable housing opportunities. We believe the proposed project along with the development of two auto dealerships and market and affordable housing within the RASP area further promotes and achieves the goals of the City's General Plan and RASP.

In addition, the proposed specific plan amendment is in the public interest and would not be detrimental to the public health, safety, or welfare of the City, as the Alzheimer's/Senior Care facility provides for much needed "Community Benefit Housing", in particular, senior care housing, which has been identified in the City' General Plan / Housing Element as an increasing need within the community; the subject property is physically suitable for the requested amendment and the anticipated land use development; the proposed project would ensure development of desirable character that would be harmonious with existing and proposed development in the surrounding neighborhood; the total area of the site and the setbacks of the proposed facility from property and street lines would be of sufficient magnitude in view of the character of the land and of the proposed development that significant detrimental impact on surrounding properties is avoided; the prescribed hours of operation and days of operation of the facility would be such that the character of the area is not inappropriately altered or disturbed; that the design and operation of outdoor lighting equipment will not be a nuisance to the use

of property in the area; the appearance of the developed site in terms of the arrangement, height, scale, and architectural style of the buildings, location of parking areas, landscaping and other features is compatible with the character of the area and of the City; and the proposed project would not create any potentially significant negative effects upon environmental quality and natural resources that would not be properly mitigated and monitored.

It is for these reasons we believe the proposed project and requested specific plan amendment is consistent with the General Plan and Specific Plan.

### CONCLUSION

The proposed Alzheimer's/Senior Care facility project will provide much needed senior care housing in the community on a lot, well suited for such use. We feel the Alzheimer's/Senior Care facility project at 251 S. Hope Avenue is a strong project that will be compatible with the surrounding residential and commercial uses on Hope Avenue. The project will include sustainable design elements that are intended to enhance the use and livability of the project while leaving as little an environmental footprint as possible.

On behalf of Mr. Don Hughes, we would like to thank the Council for its time and consideration, and respectfully request the Council's support of the requested Specific Plan Amendment Initiation. Should you have any questions or concerns regarding our request prior to the hearing date, please do not hesitate to contact me at (805) 308-8533.

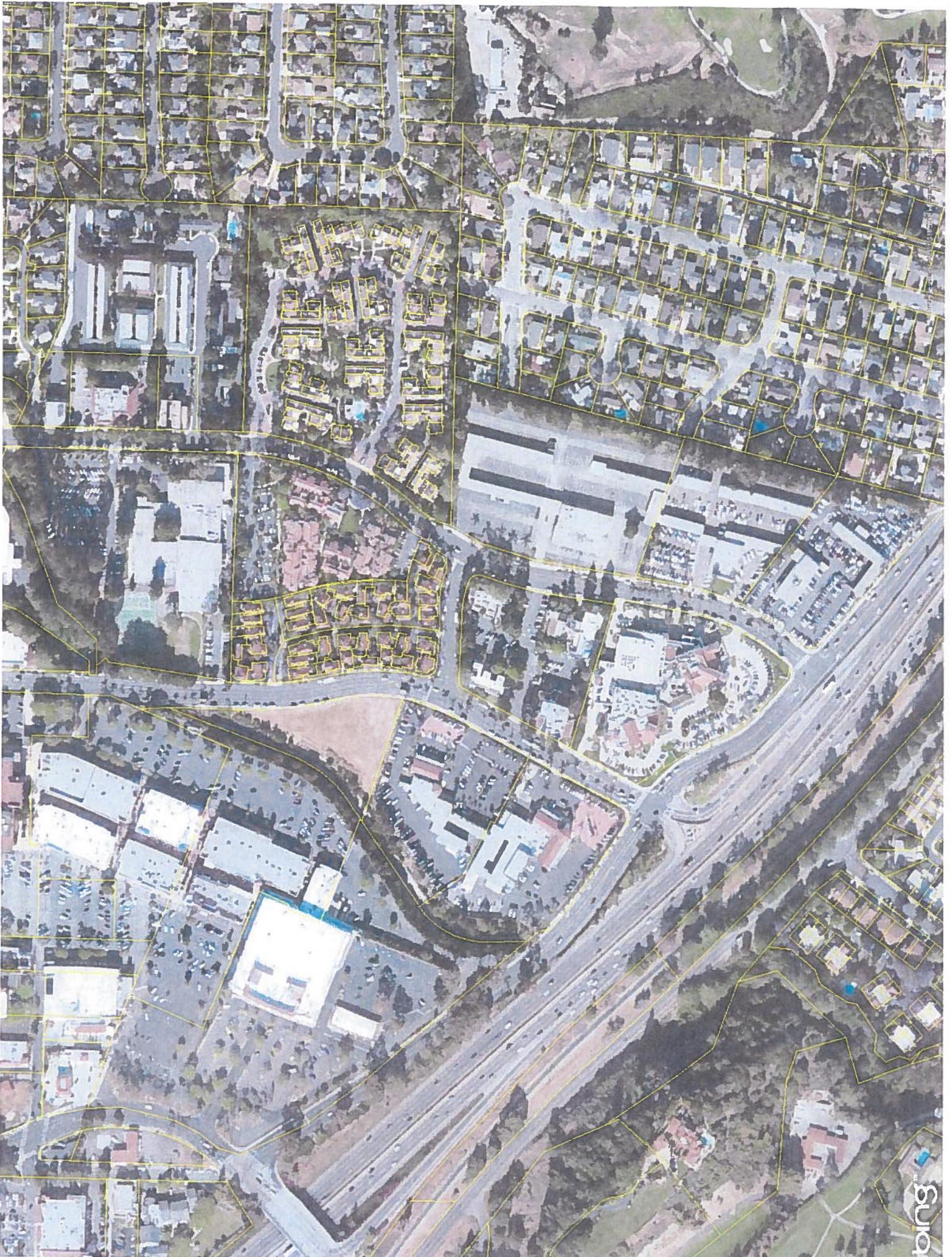
Sincerely,



John T. Cuykendall  
Project Manager/Environmental Planner

Attachments:   Aerial Photo  
                  Plotted Easements  
                  Parcel Map  
                  Exterior Perspective and Site Plan

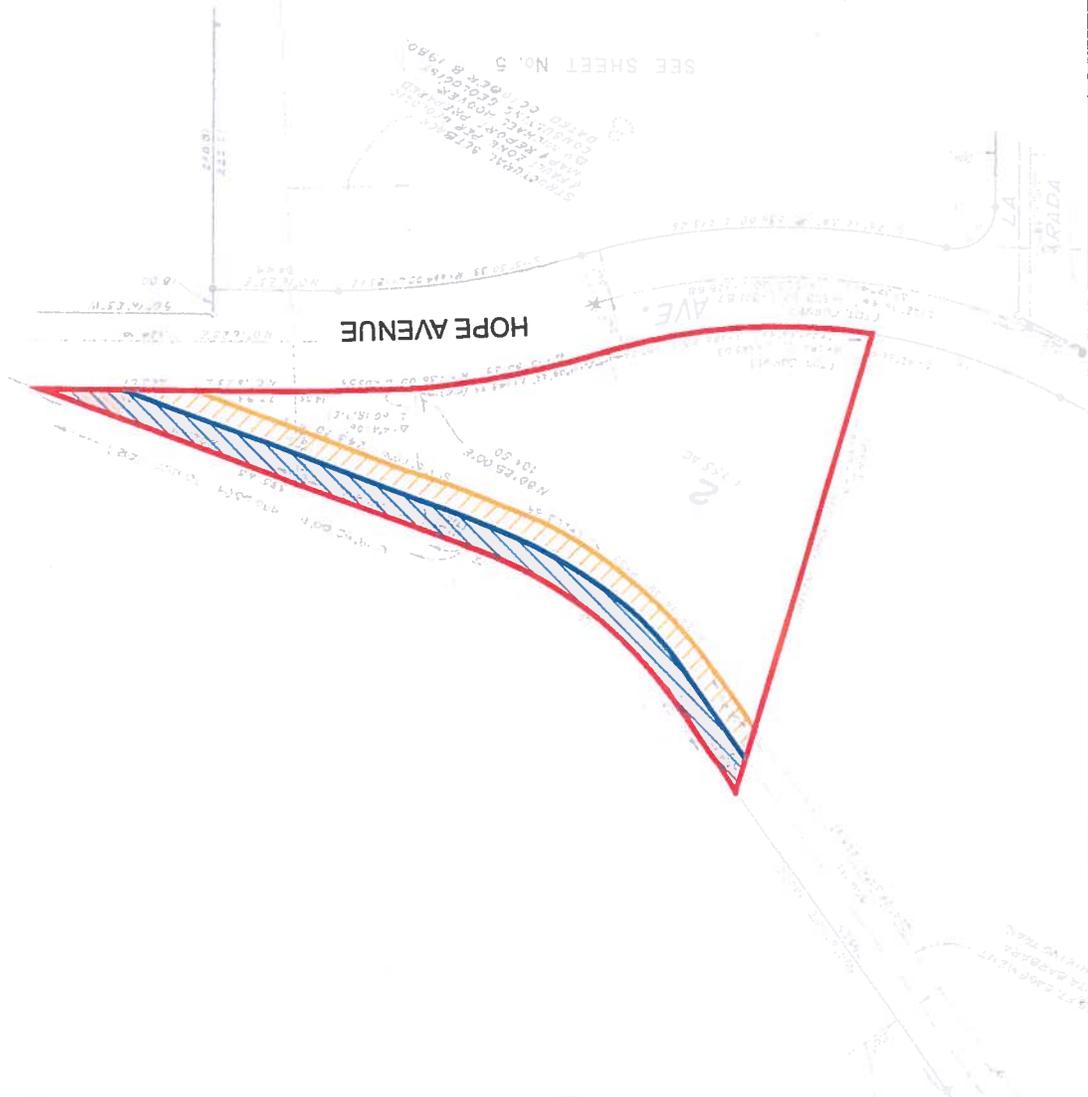
cc:           Don Hughes  
              Don Pitarre, Siena Senior Living  
              Bill Thurston, Pacific Summit Development





First American  
Title Company

Reference No.: 3943091  
County: Santa Barbara



### Plotted Easements

#### Legend



PIQ

05/20/1947 # 6610 Bk728  
Pg487 (Public Utilities -  
Not Plottable)

04/14/1966 # 12546 Bk2147  
Pg1057 (Re-Recorded  
05/03/1966 # 14940  
Bk2150 Pg361)  
(Drainage and Ditch)



Tract Map Bk150 Pg50  
(Equestrian and Hiking Trial)



10/17/1988 # 88-66712  
(Driveway)



Tax ID: 051-240-08

Short Legal: Lot 2 Tract Map # 20,448 Bk150 Pg50

Map Not  
To Scale

This map may or may not be a survey of the land depicted hereon. You should not rely upon it for any purpose other than orientation to the general location of the parcel or parcels depicted. First American Title expressly disclaims any liability for alleged loss or damage which may result from reliance upon this map.

POR. PUEBLO LANDS & RANCHO LAS POSITAS Y LA CALERA

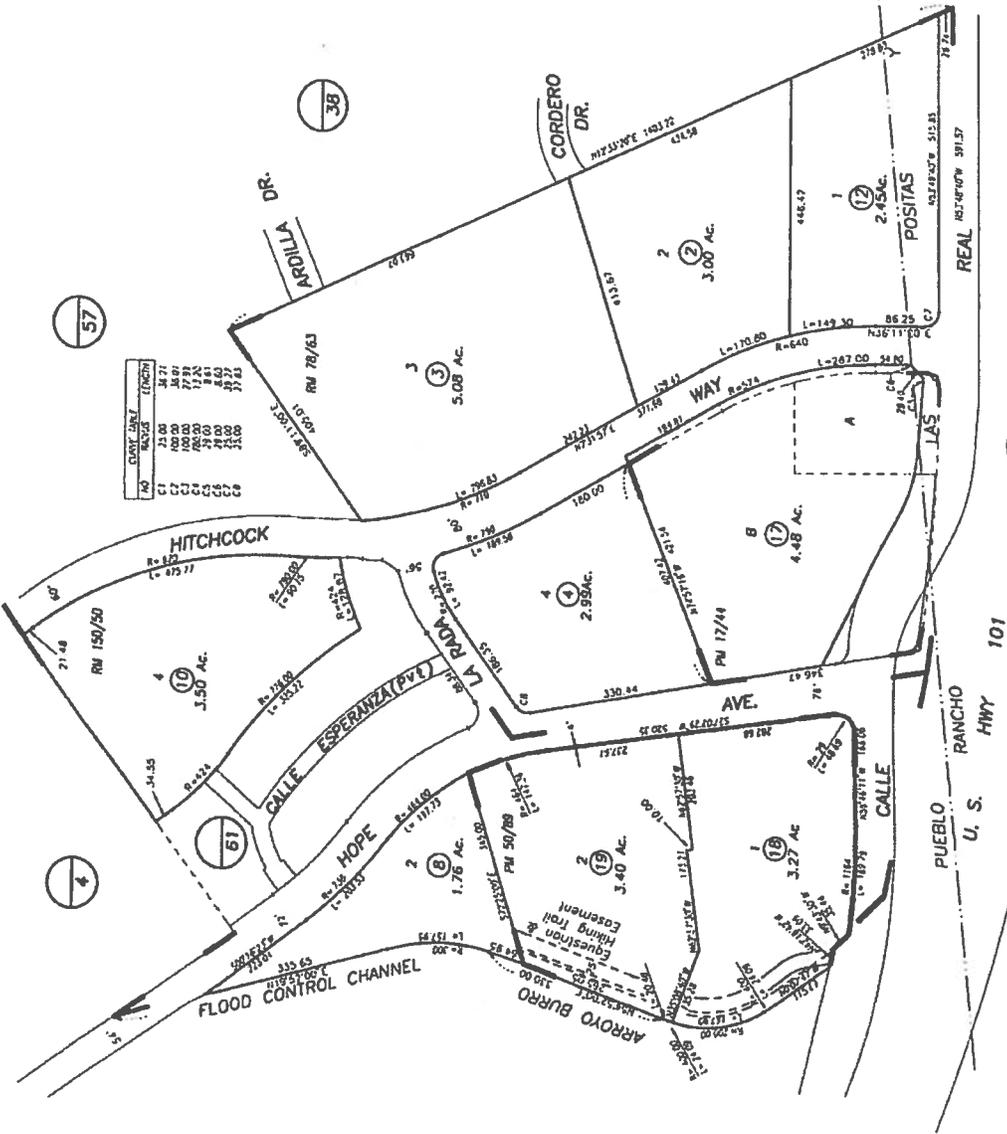
051-24



rotation = 37°

1" = 200'  
Scale ±

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100	10.00



**NOTICE**  
Assessor's Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building allow.

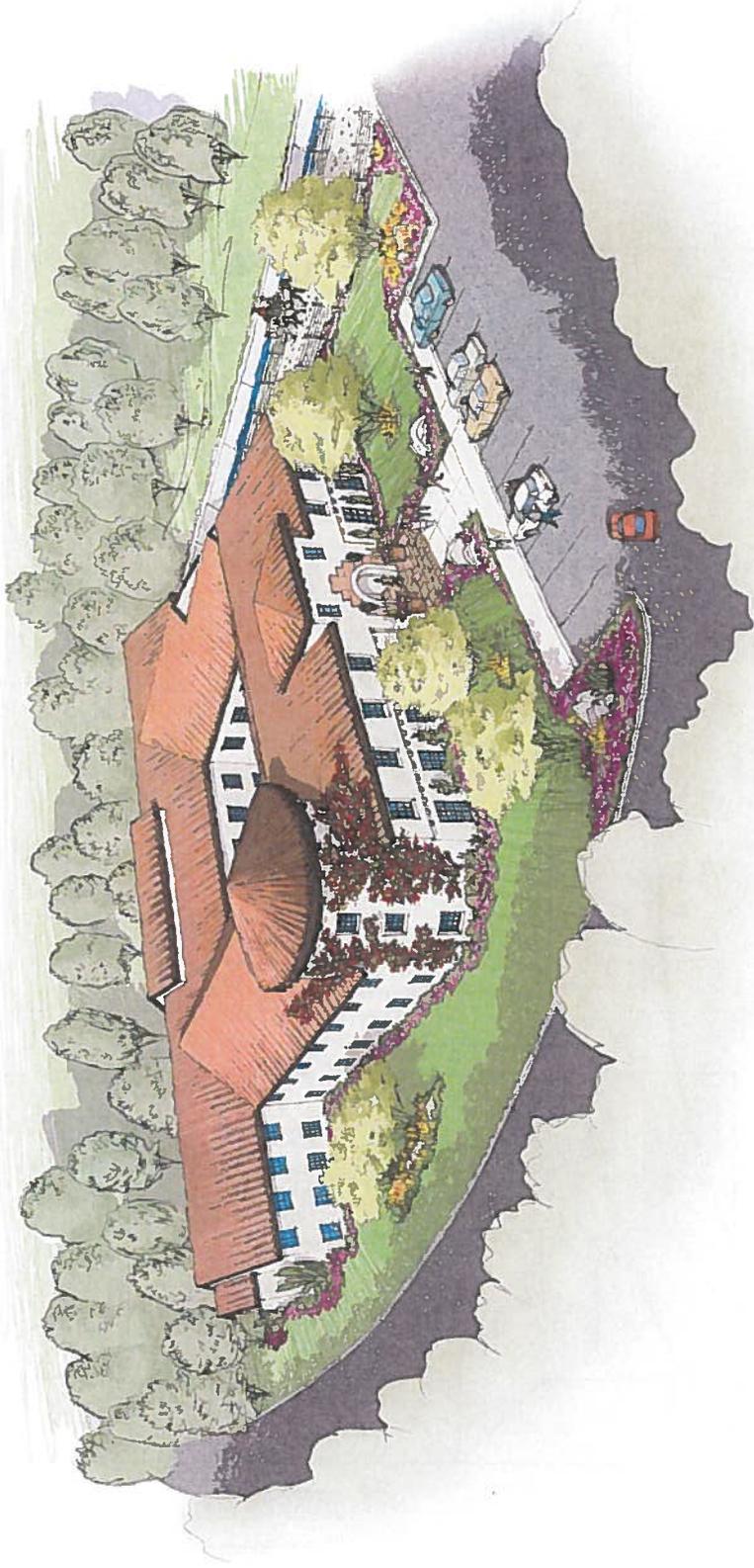
City of Santa Barbara  
Assessor's Map Bk, 051 -Pg. 24  
County of Santa Barbara, Calif.

04/97  
21 into 810-16 into 33, Phase 2  
22 into 810-36 into 40, Phase 3

49  
03

08/05/1986 R.M. Bk. 150, Pg. 50-54 ; Tract 20448  
01/11/1972 R.M. Bk. 78 , Pg. 63-64 ; Tract 11054

PUEBLO RANCHO  
U. S. HWY 101

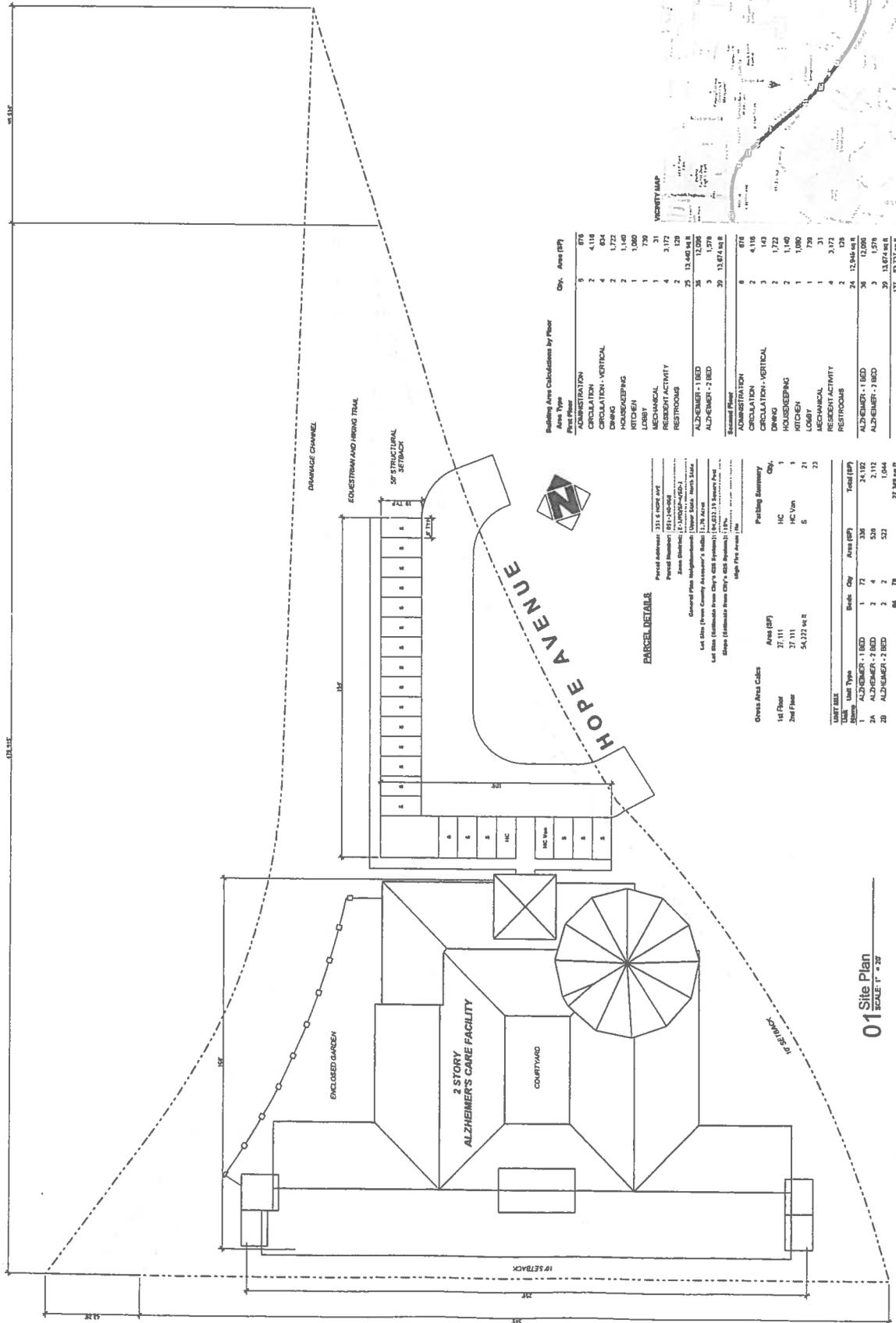


**Alzheimer's Care Facility  
Pacific Summit**

251 S. Hope Ave.  
Santa Barbara, CA 93105

**Exterior Perspective  
A1**

PROJECT NO. 04318  
PLOT DATE: 7/12/2013



**Building Area Calculations by Floor**

Use	Area (SF)	Area (sq ft)
ADMINISTRATION	2	4,116
CIRCULATION - VERTICAL	4	824
DINING	2	1,722
HOUSEKEEPING	2	1,140
KITCHEN	1	1,080
LOBBY	1	720
MECHANICAL	4	3,172
RESIDENT ACTIVITY	2	128
RESTROOMS	2	12,208
ALZHEIMER - 1 BED	25	13,440 sq ft
ALZHEIMER - 2 BED	3	1,278
ALZHEIMER - 3 BED	3	1,278
<b>Second Floor</b>	<b>30</b>	<b>13,872 sq ft</b>
<b>ADMINISTRATION</b>	<b>6</b>	<b>616</b>
<b>CIRCULATION</b>	<b>2</b>	<b>4,116</b>
<b>CIRCULATION - VERTICAL</b>	<b>3</b>	<b>143</b>
<b>DINING</b>	<b>2</b>	<b>1,722</b>
<b>HOUSEKEEPING</b>	<b>2</b>	<b>1,140</b>
<b>KITCHEN</b>	<b>1</b>	<b>1,080</b>
<b>LOBBY</b>	<b>1</b>	<b>720</b>
<b>MECHANICAL</b>	<b>4</b>	<b>3,172</b>
<b>RESIDENT ACTIVITY</b>	<b>2</b>	<b>128</b>
<b>RESTROOMS</b>	<b>24</b>	<b>12,240 sq ft</b>
<b>ALZHEIMER - 1 BED</b>	<b>24</b>	<b>12,240 sq ft</b>
<b>ALZHEIMER - 2 BED</b>	<b>3</b>	<b>1,278</b>
<b>ALZHEIMER - 3 BED</b>	<b>3</b>	<b>1,278</b>
<b>TOTAL</b>	<b>127</b>	<b>52,772 sq ft</b>

**Parcel Details**

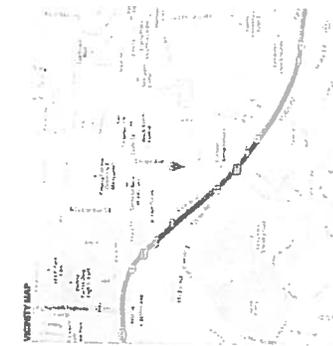
Parcel Address: 331 S. Hope Ave  
 Parcel Number: 091-14-004  
 Zone District: E-1 (MNDP-100)  
 General Plan Designation: Urban Services - Heavy Scale  
 Lot Area (from County Assessor's Maps): 1.74 Acres  
 Lot Area (Estimated from City's GIS System): 19,422.13 Square Feet  
 Slope (Estimated from City's GIS System): 18%

**Overall Area Calculations**

Use	Area (SF)	Area (sq ft)
1st Floor	37,111	37,111
2nd Floor	37,111	37,111
<b>Total</b>	<b>74,222</b>	<b>74,222</b>

**Unit Type**

Unit Type	Count	Area (sq ft)	Total (sq ft)
ALZHEIMER - 1 BED	1	72	24,192
ALZHEIMER - 2 BED	2	520	2,112
ALZHEIMER - 3 BED	2	527	1,044
<b>Total</b>	<b>5</b>	<b>779</b>	<b>27,348</b>



## AUTHORITY AND CONDITIONS

## SPECIFIC PLAN NO. 4 - RANCHO ARROYO

I. Authority

Specific Plan No. 4 is approved in accordance with the City of Santa Barbara Municipal Code Section 28.08.

II. Boundary of Specific Plan No. 4

The City Council of the City of Santa Barbara hereby establishes Specific Plan No. 4, applicable to the areas shown on the map (Attachment 1) as Area "A", Area "B", and Area "C" and that area described in the attached legal description (Attachment 2). The site of Specific Plan No. 4 is within the Hitchcock Neighborhood of the City and is comprised of two parcels of land totalling approximately 28.6 acres.

III. Intent and Purpose

The General Plan of the City of Santa Barbara outlines goals and policies which directly affect the development of the property described herein. There are also additional controls in the form of various applicable sections of the City's Zoning Ordinance which also apply. The purpose of Specific Plan No. 4 is to allow for a more precise level of planning for the property in question than is ordinarily possible, while at the same time, ensuring that orderly development be a guiding criterion. Specific Plan No. 4 is also intended to provide a sufficient level of land use controls to ensure consistency with Charter Section 1507, which states that it is the policy of the City that its land development shall not exceed its public services and physical and natural resources.

IV. Procedures

Any and all future development of the property shall conform to the provisions of Specific Plan No. 4. No further development shall be permitted without the following:

1. Environmental assessment of any development plan as required by the California Environmental Quality Act and the City's Environmental Review Guidelines.
2. All relevant discretionary reviews as required in the City of Santa Barbara Municipal Code, including but not limited to Architectural Board of Review and Planning Commission approvals.

V. Specific Plan Provisions

Specific Plan No. 4 proposes land uses for three distinct areas within a the Specific Plan Area (see Attachment 1). The Plan itself contains the following items:

	<u>ITEM</u>	<u>PAGE</u>
o	Permitted Uses .....	2
o	Development Regulations.....	3
	- Circulation Improvement Plan .....	3
	- Public Facilities Plan.....	6
	- Transportation Management Plan....	9
	- Energy Conservation Plan .....	9
	- Resource Recovery Plan .....	10
	- Site Design Features.....	10
	- Housing Plan .....	12
	- Geologic Hazards.....	13
	- Flood Hazards.....	13
o	Administration of Specific Plan .....	14

Within each of these areas the Specific Plan delineates appropriate guidelines and regulations which govern development, its nature, intensity and timing.

VI. Permitted Uses

1. Area A -

Low Intensity Planned Development (PD) consisting of the following:

- o Automobile Dealerships; and
- o Ancillary facilities which are part of the automobile dealerships; except
- o Spray paint booths shall be permitted only after a determination by the APCD or other subsequent air quality regulating agency that the proposed design would not emit vapors or fumes that could travel beyond the boundary of Area A, and upon approval of the Planning Commission making the findings required for a Conditional Use Permit.

2. Areas B and C -

Residential Uses and Planned Development (PD) as provided for below, consistent with the provision of the Housing Plan section of the Specific Plan and Exhibit A.

- o Area B(1) shall be developed with one of the following:
  - (i) Fifty dwelling units of owner-occupied or rental housing all of which are "affordable" as set forth in Section VII(G) of this Plan,
  - or
  - (ii) Seventy-nine (79) units of owner-occupied or rental housing, all of which are "affordable" as set forth in Section VII(G) of this Plan and restricted to occupancy by persons over the age of 62.
- o Area B(2) - Within the first five (5) years from the date of approval of the Specific Plan, there may be the development of automobile dealership uses including showrooms, lot storage and ancillary facilities part of these specified uses but prohibiting spray paint booths, service, or assembling facilities.

If this area is not developed or is only partially developed for such uses within the specified period of time, the remaining area shall be developed with one of the following:

  - (i) owner-occupied or rental housing at a density of 11.56 du/acre, all of which are "affordable" as set forth in Section VII(G) of this Plan,
  - or
  - (ii) owner-occupied or rental housing at a density of 17.92 du/acre, all of which are "affordable" as set forth in Section VII(G) of this Plan and restricted to occupancy by persons over the age of 62.
- o Area C - Up to fifty (50) dwelling units; and
- o Recreation/Open Space/Parking ancillary to the residential uses.

#### VII. Development Regulations

##### A. Circulation Improvement Plan

The Specific Plan No. 4 incorporates a portion of the City Draft Circulation Element with respect to addressing the need for adequate circulation in the area. Due to the strategic location of the property in question, coupled with the variety

of land uses and capital improvements needed to carry out the Draft Circulation Element of the City's General Plan, phasing and timing of the key project elements is important. In order to develop this circulation system in a timely and systematic method, the Specific Plan sets forth the following Circulation Improvement Plan.

1. Land Dedications for Public Street Purposes

a. Specific Dedications:

1. Hope Avenue north of La Rada shall have a seventy-two foot right-of-way. An offer to dedicate all of the right-of-way shall be completed pursuant to the land dedication phasing outlined below.
2. Hope Avenue south of La Rada shall have a seventy-six-foot right-of-way, however, eighty-eight feet of right-of-way shall be provided for a distance of 250 feet north of Calle Real. An offer to dedicate sufficient right-of-way to accomplish the above shall be completed pursuant to the land dedication phasing outlined below.
3. Hitchcock Way shall have a sixty-foot right-of-way, however, sufficient additional right-of-way shall be provided immediately north of La Rada to accomplish necessary street transition as required by the Public Works Department. An offer to dedicate all necessary right-of-way shall be completed pursuant to the land dedication phasing outlined below.
4. La Rada shall have a fifty-six foot right-of-way. An offer to dedicate right-of-way sufficient to accomplish the above shall be completed pursuant to the land dedication phasing outlined below.
5. Right-of-way sufficient to accommodate freeway on and off ramps shall be dedicated along Calle Real as it fronts the property. The exact amount of dedicated right-of-way shall be determined by the Public Works Director generally consistent with the conceptual hook-ramp alignment depicted in Attachment 3. An offer to dedicate all necessary right-of-way shall be completed pursuant to the land dedication phasing outlined below.

b. Land Dedication Phasing:

Dedication of all public street right-of-way, as described above, shall be completed prior to the earliest of the following events:

1. Recordation of any Final Map for the property.
2. Issuance of a building permit for any building on the property.
3. Two years from the date of approval of the Specific Plan.

2. Street Improvements

a. The applicant shall construct the following street improvements to the satisfaction of the Public Works Director including, but not limited to, curbs, gutters, sidewalks, asphalt concrete pavement on aggregate base, underground utilities, street lights with underground wiring, appropriate directional and regulatory traffic control signs, sewer system, water system and adequate positive drainage:

1. Hope Avenue, between Calle Real and Arroyo Burro Creek, shall be constructed as a four lane, sixty-foot public street with sidewalks.
2. Hitchcock Way shall be constructed, through the site, as a two-lane, forty-foot public street with sidewalks. Additional construction in excess of the forty feet shall be required immediately north of La Rada to accomplish the necessary street transition.
3. La Rada, between Hope Avenue and Hitchcock Way, shall be constructed as a two-lane, forty-foot public street with sidewalks.
4. Calle Real shall be constructed, along the site, as shown on Attachment 3. The applicant shall be financially responsible for the construction of the northerly half-street and sidewalk.

b. In addition to the above street improvements, the applicant shall pay to the City the designated percentage of the construction cost for the following improvements:

1. Signalization of the Calle Real at Hope Avenue

intersection in the amount of 25 percent of the total cost.

2. Signalization of the Calle Real at Hitchcock Way intersection in the amount of 25 percent of the total cost.
3. Construction of a four-lane seventy-two-foot wide bridge on Hope Avenue across Arroyo Burro Creek in an amount equal to the percentage of Specific Plan generated traffic relative to the average daily traffic estimated to use the bridge as determined by the Public Works Department.

c. Traffic Mitigation Fees

The applicant agrees to pay all Overpass Improvement and SD 2 fees based upon the total trip generation for Specific Plan Areas A, B and C.

d. Street Improvement Agreement

To insure that necessary street improvements are completed in a timely fashion, the applicant shall execute within 120 days of approval of this Specific Plan, or extension thereof by the City Council, an agreement to construct the required street improvements, which shall provide that:

1. All required street improvements shall be constructed by the applicant within two year of approval of the Specific Plan and prior to the issuance of the first Certificate of Occupancy for any structure on Areas A, B or C;
2. In the event the applicant does not construct the required improvements within two years, the City may construct those improvements and the applicant has agreed to reimburse the City for costs expended in such construction; and
3. The applicant has agreed to pay to the City the fees specified in paragraphs 2.b. and 2.c. above prior to issuance of the first building permit for a structure on the property.

B. Public Facilities Plan

1. Water Service:

Domestic and emergency water service to all land uses within the Specific Plan area is to be provided through the City Public Works Department, Water Resources Division.

All existing on site wells shall be dedicated to the City. This dedication shall be accomplished in one of the following manners, subject to whichever occurs first:

- a. Prior to recordation of any Final Map for the property; or
- b. Prior to issuance of building permits for any development plan on the property; or
- c. Within two years from the date of approval of the Specific Plan.

2. Water Allocation and Conservation:

Development pursuant to the Specific Plan shall be allocated a total of 65 acre-feet-per-year. A water consumption analysis/conservation plan shall be provided by the developer at the time of Development Plan Review for each area to ensure compliance with the overall water allocation and that adequate allocation remains for the development of other areas of the Plan. The water consumption analysis shall be based upon standards approved by the Public Works Department. The water conservation plan shall include but not be limited to the use of the following:

- o Low-flush toilets
- o Low-flush urinals
- o Flow-restricted faucets and shower heads
- o Drought tolerant landscaping
- o Automatic systems and drip irrigation for landscape watering, to be used during early morning or evening hours.

3. Wastewater Treatment:

Wastewater treatment of all project-related sewage flows shall be provided by the City of Santa Barbara.

4. Parks and Recreation:

The City's General Plan Map indicates a Park Symbol on the Specific Plan property. Any development shall be reviewed by the Parks and Recreation Commission for the generation of additional recreational demand and the

provision of adequate on site recreational opportunities. Developments must be found to satisfy any new demands on site. In addition, the following shall be accomplished:

#### Area A

A 25-foot pedestrian and equestrian trail easement shall be dedicated along the easterly bank of Arroyo Burro Creek prior to recordation of any Final Map or prior to issuance of building permits. Within this easement, a pedestrian and equestrian trail shall be constructed by the developer of Area A concurrent with the development of uses on Area A. However, equestrian use of the trail shall only be allowed when and if adjacent segments are completed and available for use. In addition, private recreational facilities may also be constructed for employee use. Such facilities shall be limited to employee picnic/lunch areas and/or passive recreational areas.

#### Areas B and C

Any commercial uses on Area B may construct private recreational facilities for employee uses. Such facilities shall be limited to employee picnic/lunch areas and/or passive recreational areas.

Residential developments shall provide open space for passive and active recreation. Such facilities may include, but shall not be limited to:

- o Grassy open areas;
- o Lawn bowling or shuffleboard;
- o "Tot lots;"
- o Tennis court(s);
- o Swimming pool(s); and
- o Passive recreation areas.

#### 5. Fire, Security and Safety Protection

Development of all land uses within the planning area shall be subject to the provision of adequate fire, security and safety protection guidelines as outlined below and in the Zoning Ordinance of the City of Santa Barbara:

- a. Adequate fire flow pressure as required by the Fire Chief shall be demonstrated prior to issuance of Certificate of Occupancy.

- b. Building materials shall be fire resistant and designed to minimize fire hazards due to earthquakes or other natural causes.
- c. The following additional requirements shall be conditions of the issuance of occupancy permits for development within the various areas of the Specific Plan:
  - o Smoke detectors in all commercial areas, work spaces and residential units.
  - o Fire alarm system that is tested and reliable during all adverse circumstances.
  - o Sprinkler systems where determined to be necessary.
  - o Posted safety procedures and evacuation routes throughout all commercial developments.

C. Transportation Management Plan

In an attempt to minimize single occupant vehicle trips, the following alternative transportation incentives shall be provided with the Planned Development uses proposed for Areas A and/or B:

- o Shuttle bus service shall be provided for service customers.
- o Secure, covered bicycle parking shall be provided for employee use.
- o Showers and locker facilities shall be provided for use by employees.
- o Employees shall be made aware of the Ride Sharing Program, administered by the Area Planning Council.

D. Energy Conservation Plan

As part of the submittal of development plans for Areas A, B or C, the applicant shall submit a detailed energy conservation plan(s) which shall include, but not be limited to, the following:

1. - Electrical and Lighting:

- o Minimize use of unnecessary lighting with use of timers and automatic shutoff switches.
- o Establish lighting needs and priorities for different periods of day and night.
- o Develop a plan to minimize peak power demand.
- o Use of alternative lighting types with the most effective energy savings.

- o Maximize use of natural lighting.
- o Survey effective passive cooling and ventilation features, including structure design to take advantage of sun shading and wind-induced cross-ventilation.
- o The developer shall prepare a program to encourage employees to conserve energy.

2. Natural Gas Conservation:

All development plans shall provide for natural gas conservation. This effort shall include:

- o Insulation of walls, floors and ceilings.
- o Use of building materials that store daytime heat.
- o Controlled penetration of sun through south-facing windows (i.e., awnings, special blinds, double glazed windows, overhangs).
- o Provision of solar water heaters, if feasible.

E. Resource Recovery Plan

As part of the submittal of development plans for Area A, B or C, the applicant shall submit a detailed resource recovery plan which addresses such items as the appropriateness and feasibility of recycling glass, aluminum and newsprint.

F. Site Design Features

1. Development plans pursuant to the Specific Plan shall be reviewed by the Architectural Board of Review and the Planning Commission in regard to the following:
  - a. Hope Avenue will serve as a major entrance to the Northside of the City. All commercial development abutting Hope Avenue shall be designed in a manner which enhances this City entrance and provides a park-like setting.
  - b. Commercial developments shall provide generous landscaped buffers along property lines, especially for street frontages.
  - c. Commercial developments shall follow the Planned Development (PD) development standards.
  - d. Where on or offsite residential uses are located adjacent to commercial uses, generous landscaped setbacks shall be provided to buffer the residential dwelling units.
  - e. All loading docks, trash areas, and service areas shall be screened from the view of adjacent streets of properties with structural enclosures and/or dense landscaping.

2. Signs and Lighting Regulations

- a. All signs shall be subject to review and approval, disapproval, or conditional approval by the Sign Committee.
- b. Signs shall be minimal, clear and unobtrusive.
- c. All exterior lighting shall be low intensity and the "white" light color spectrum, except that necessary for recreational purposes.
- d. Lighting standards shall not exceed 20 feet in height, excepting public street lights along the street right-of-way or that necessary for recreational activities and shall be oriented away from any residential areas.

3. Utilities

All utilities within the Specific Plan shall be underground.

4. Noise

External loudspeaker systems shall not be allowed on Area A or Area B, except as provided by the Planning Commission upon Development Review.

5. Parking

- a. Development shall provide parking in accordance with the SD-2 Ordinance and Municipal Code requirements. However, parking needs for individual development may be evaluated on a site/use-specific basis. New development may be required to provide parking in excess of the minimum ordinance requirements, based upon site-use-specific considerations.
- b. The developer shall waive the right to protest the formation of a parking district prior to the recordation of any Final Map for the property or prior to issuance of building permits for any development plan, whichever occurs first.

6. Oak Trees

- a. The grove of Coast live oak trees in the northeast portion of the property shall be preserved.
- b. During construction, the oaks shall be appropriately fenced.

G. Housing Plan

1. Density Affordability

a. Total Number of Dwelling Units, Density

There may be a total of up to 191 residential dwelling units developed on Areas B and C as provided for and described in Section VI, which is consistent with the density provisions of the City's General Plan, as amended.

b. Affordability

All units developed within Area B shall be affordable to low or moderate income households.

The units shall be maintained as affordable units for such households for as long a time period as is feasible as determined by the Community Development Director. Affordability shall be determined with reference to criteria in use by the Community Development Department at the time of the initial sale or the resale of the unit(s). The Community Development Director is authorized to approve the implementation of this condition by means of a recorded covenant or any other mechanism reasonably designed to assure its fulfillment. Prior to the issuance of the Certificate of Occupancy, the initial sale price of any purchase units and the selection process or marketing plan shall be approved by the Director of the Community Development Department.

2. Housing Agreement

The affordable housing required by this Specific Plan shall be constructed and receive a Certificate of Occupancy prior to issuance of the first Certificate of Occupancy for a structure on Area A. In the alternative, the applicant may execute, within 120 days of approval of this Specific Plan or extension thereof as approved by the City Council, an agreement conveying an option to purchase or lease Area B to the Housing Authority for the City of Santa Barbara, or another agency or entity approved by the City, for the purpose of constructing affordable housing. The agreement shall provide that:

a. The option shall be void if within five (5) years of adoption of the Specific Plan affordable housing is constructed on Area B in accordance with this Plan and to the density authorized herein;

b. The optionee may freely assign the agreement without the optionor's consent;

- c. The option is subject to any election by the applicant to utilize a portion of Area B for commercial uses authorized by this Specific Plan.

#### H. Geologic Hazards

At the time of development review for projects on Areas A, B or C, the applicant shall submit a geotechnical report. This report shall relate specifically to the submitted plan and address at a minimum:

- a. The recommended design earthquake magnitude, the engineering characteristics of this earthquake (i.e., maximum ground acceleration, duration of strong shaking, etc.), including the effects of side conditions and its likelihood of occurrence. Site effects may include changes in near surface conditions that will occur as a part of grading.
- b. The fault zone and fault setback zones associated with the Mission Ridge Fault. (These zones shall be shown on all development plans).
- c. Measures to be implemented to reduce the potential for any identified liquefaction beneath the proposed structures to a level that is consistent with hazard reduction policies of the City.
- d. Measures to be implemented to reduce settlement to amounts that can be accommodated by the proposed site improvements (i.e., structures, drainage devices, etc.).

This report shall be reviewed by the City to ensure that the measures proposed meet the intent of City policies regarding hazard reduction. The design earthquake characteristics as developed in this report shall be taken into account by the structural engineer in the design of the proposed site improvements. No habitable structures shall be constructed within the fault setback zone.

#### I. Flood Hazards

Development plans for Area A shall provide for the elevation of all structures two feet above the 100-year flood elevation (168 ft. MSL). Other standard conditions of the Santa Barbara Flood Control and Water Conservation District shall be adhered to. The City Public Works Department and County Flood Control shall develop standards for building setbacks from the creek, flood control easement, onsite drainage and offsite drainage.

Any required Flood Control or drainage easements shall be dedicated prior to recordation of any Final Map for the property or prior to issuance of building permits for any development plan on the property, whichever occurs first.

VIII. Administration of Specific Plan No. 4

All references herein to ordinances are to ordinances as currently written unless expressly provided to the contrary. To the extent legally permitted, in the event of any conflict between the Specific Plan or these conditions, the General Plan and ordinances or policies of the City of Santa Barbara, the Specific Plan or conditions shall prevail. In the event any condition or term herein set forth is declared illegal or unenforceable, the other terms and conditions shall remain in full force and effect to the full extent permitted by law. The administration of the Plan involves the following three components:

A. Rezoning and Required Agreements

The City Council will consider the necessary ordinances implementing zoning changes on the property to carry out the provisions of the Specific Plan at such time as the required Street Improvement Agreement and Housing Agreement (if appropriate) are presented for approval. Such ordinances and agreements shall be submitted to the Council no later than 120 days from the date of approval of the Specific Plan, or extension thereof as approved.

B. Development Applications

The City shall consider and process in good faith any applications for development pursuant to the Specific Plan as adopted. Applications required by the Municipal Code for development within the Specific Plan shall be submitted to the Planning Commission within 150 days from the date that they are determined to be complete, consistent with the Specific Plan, and having completed environmental clearance pursuant to CEQA.

C. Amendments

Amendments to the Specific Plan shall be as provided for in the City's Municipal Code Section 28.08.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**TO:** Mayor and Councilmembers

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

**SUBJECT:** Resolution And Appropriation Of \$1,050,000 For Purchase Of Property At 3780 Foothill Road And Initial Planning Costs For A Creek Restoration And Water Quality Improvement Project

**RECOMMENDATION:** That Council:

- A. Adopt, by reading of title only, A Resolution of the Council of the City of Santa Barbara Accepting Real Property Located at 3780 Foothill Road, and Authorizing the Parks and Recreation Director to Execute an Agreement for Acquisition of Real Property with Escrow Instructions and All Related Documents That May Be Required, All Subject to Review and Approval as to Form by the City Attorney, Relating to a Future Creek Restoration and Water Quality Improvement Project, and Consenting to the Recordation of the Related Deed in the Official Records, County of Santa Barbara; and
- B. Increase appropriations by \$1,050,000 in the Creeks Restoration and Water Quality Improvement Fund from available reserves to cover the purchase of real property located at 3780 Foothill Road and associated conservation and access easements, and related escrow, testing, inspection, and preliminary planning costs.

### **DISCUSSION:**

The City's Creek Restoration and Water Quality Improvement Division (Creeks Division) was established in 2001 to improve creek water quality and restore natural creek systems. The purpose of this acquisition is to allow for the development of a creek restoration project on Barger Creek in the upper Arroyo Burro watershed, which will improve creek habitat and water quality and reduce stream bank erosion. Purchasing the property at 3780 Foothill Road and associated conservation and access easements over the adjacent property is a critical component of a successful Barger Creek/Arroyo Burro Restoration Program.

The 14.19 acre property, located at the intersection of Foothill Road and Barger Canyon Road, is an environmentally sensitive, but degraded site with approximately 1,800 linear feet of creek frontage on both banks of Barger Creek. The property is upstream of a

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significant Creek Tree Restoration project on seven private properties, and includes an important scenic view corridor from Foothill Road up to the Los Padres National Forest.

The purchase price also includes a conservation easement over a portion of an adjacent property. The conservation easement will allow the Creeks Division to design, restore, and protect an additional 290 linear foot reach of Barger Creek, bringing the total restored area to approximately 15 acres. The conservation easement will prevent future development near the creek in perpetuity.

The property was listed for sale in March 2013. In May 2013, the City hired Schott & Company, a real estate appraisal and consulting firm, to prepare an independent appraisal report estimating the fair market value of the property. The appraisal was updated in August 2013 after the property owner agreed to provide the City with an access easement across an adjacent property and disclosed additional information about the property that affected the fair market value. The appraisal took into consideration the highest and best use of the property and consideration of all factors that influence its fair market value. The proposed purchase price of \$900,000 is within the price range identified in the City's appraisal.

**BUDGET/FINANCIAL INFORMATION:**

As a Creeks Division restoration and water quality improvement project, Measure B funds will be used for this real property acquisition. In addition to the property acquisition cost of \$900,000, an estimated \$150,000 will be needed for escrow, testing, inspection, and preliminary restoration project planning costs. There are sufficient reserve funds available in the Creeks Fund to cover these costs. The Creeks Division will also work to secure grant funds for project design and implementation.

**ATTACHMENT:** 3780 Foothill Road Aerial Photo

**PREPARED BY:** Cameron Benson, Creeks Restoration/Clean Water Manager

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

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



3780 Foothill Road

COCOPAH DR

ROSE LN

WINTHER WY

ANTONE RD

DEBRA DR

LA VISTA RD

BARGER CANYON RD

STERRET AVE

GRESTWOOD DR

FOOTHILL RD

NORTHBRIDGE RD

SCHULTE LN

MORADA LN

N. ONTARE RD

GELINE DR

GENTER AVE

RESOLUTION OF ACCEPTANCE NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA BARBARA ACCEPTING REAL PROPERTY LOCATED AT 3780 FOOTHILL ROAD, AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO EXECUTE AN AGREEMENT FOR ACQUISITION OF REAL PROPERTY WITH ESCROW INSTRUCTIONS AND ALL RELATED DOCUMENTS THAT MAY BE REQUIRED, ALL SUBJECT TO REVIEW AND APPROVAL AS TO FORM BY THE CITY ATTORNEY, RELATING TO A FUTURE CREEK RESTORATION AND WATER QUALITY IMPROVEMENT PROJECT, AND CONSENTING TO THE RECORDATION OF THE RELATED DEED IN THE OFFICIAL RECORDS, COUNTY OF SANTA BARBARA

WHEREAS, the City's Creek Restoration and Water Quality Improvement Division was established in 2001 to improve creek water quality and restore natural creek systems;

WHEREAS, the City plans to develop a restoration project on Barger Creek in the upper Arroyo Burro watershed that will improve wildlife habitat, water quality, and bank stabilization;

WHEREAS, the Barger Creek Restoration Program requires the purchase by the City of the real property commonly known as 3780 Foothill Road, Santa Barbara County Assessor's Parcel APN 055-020-034, owned by the Sandra De Forrest Trust, Sandra De Forrest, Trustee, due to its location surrounding Barger Creek, for consideration in the amount of \$900,000.00, plus related escrow closing costs;

WHEREAS, as authorized by the Council of the City of Santa Barbara, the real property at 3780 Foothill Road has been appraised by an independent appraiser, and in accordance with applicable laws and guidelines, subject to final approval by the Council of the City of Santa Barbara, a written offer and agreement has been delivered to the property owner;

WHEREAS, the written purchase offer has been accepted by the owner of the real property at 3780 Foothill Road, and the agreement has been signed voluntarily to allow the City to purchase the real property, subject to final approval by the Council of the City of Santa Barbara;

WHEREAS, this Resolution will provide authorization by the Council of the City of Santa Barbara for the Parks and Recreation Director to execute the agreement with the owners, subject to review and approval as to form by the City Attorney;

WHEREAS, this Resolution will also provide authorization by the Council of the City of Santa Barbara for the Parks and Recreation Director to subsequently execute any

documents that may become necessary to accomplish such purchase by the City of the real property at 3780 Foothill Road, subject to review and approval as to form of such documents by the City Attorney, which may include among others, but not be limited to, sale escrow instructions; and

WHEREAS, this Resolution will demonstrate intent by the Council of the City of Santa Barbara to accept the real property located at 3780 Foothill Road, as more particularly described in a grant deed delivered for such purpose by the Sandra De Forrest Trust, Sandra De Forrest, Trustee, as described in such agreement, without further action or subsequent resolution to accept the real property.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA AS FOLLOWS:

SECTION 1. The Parks and Recreation Director is hereby authorized by the Council of the City of Santa Barbara, subject to review and approval by the City Attorney as to form, to execute all required agreements with the Sandra De Forrest Trust, Sandra De Forrest, Trustee, to accomplish the purchase by the City of the entire real property commonly known as 3780 Foothill Road, Santa Barbara County Assessor's Parcel APN 055-020-034, including the associated conservation and access easements, for consideration in the amount of \$900,000.00, plus related escrow closing costs.

SECTION 2. The City of Santa Barbara hereby accepts the real property at 3780 Foothill Road, and the associated conservation and access easements, as more particularly described in the grant deed by the Sandra De Forrest Trust, Sandra De Forrest, Trustee to the City of Santa Barbara, dated \_\_\_\_\_, 2013, which has been executed and delivered hereunder.

SECTION 3. The City of Santa Barbara hereby consents to the recordation of the grant deed by the Sandra De Forrest Trust, Sandra De Forrest, Trustee, in the Official Records, County of Santa Barbara.

SECTION 4. This Resolution shall become effective immediately upon its adoption.



# CITY OF SANTA BARBARA

## COUNCIL AGENDA REPORT

**AGENDA DATE:** October 8, 2013

**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 (d)(1) of section 54956.9 of the Government Code and take appropriate action as needed.

The pending litigation is *Rolland Jacks, et al., v. City Of Santa Barbara, SBSC Case No. 1383959.*

**SCHEDULING:** Duration, 15 minutes; anytime

**REPORT:** None anticipated

**SUBMITTED BY:** Stephen P. Wiley, City Attorney

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