



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Community Services
Department No.: 057
For Agenda Of: July 10, 2012
Placement: Departmental
Estimated Tme: 15 minutes
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director(s) Herman Parker, Community Services Director (805) 568-2467
Contact Info: Brian Roney, Community Services Deputy Director (805) 568-2461
**SUBJECT: Greenwell Preserve Lease Agreement
First Supervisorial District**

County Counsel Concurrence

As to form: Yes

Other Concurrence: Public Works

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A) Direct the Community Services Department to draft for the Board's consideration and approval at a later date a Lease and Agreement with the Summerland Citizen's Association (SCA) to operate, maintain and repair the Greenwell Preserve, a County park in Summerland, for a period of twenty (20) years, with optional extensions of three (3) one-year periods upon the mutual agreement of SCA and the Director of Community Services, and County's payment of \$36,320 to SCA over a three-year period for one-time deferred maintenance that includes the removal of non-native plants, maintenance of native plants and also the completion of an existing wall (and if the Board later approves, a 4/5 vote is required);
- B) Consider SCA's request for annual funds in an amount not to exceed \$3,120 to pay for ongoing maintenance, nursery management and administration, including utilities and waste holding tank maintenance, and either:
1. Direct the Community Services Department to draft a provision in the Lease and Agreement for County's annual payments in an amount not to exceed \$3,120 to SCA for ongoing maintenance, nursery management and administration, including utilities and waste holding tank maintenance (and if the Board later approves, a 4/5 vote is required);

OR

Auditor-Controller Concurrence

As to form: Yes

2. Direct the Community Services Department to draft a provision in the Lease and Agreement requiring SCA to pay for ongoing maintenance, nursery management and administration, including utilities and waste holding tank maintenance at no cost to the County; and
- C) If the Board later approves the Lease and Agreement, determine that the Board's approval of the Lease and Agreement is exempt from the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15301, finding that the project is for the operation, repair, maintenance, leasing, licensing, or minor alteration of existing public structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the Board's determination and direct staff to file the attached draft Notice of Exemption (Attachment B).

Summary Text:

With the Board of Supervisors' direction, Community Services Department staff will draft a Lease and Agreement that will authorize SCA to operate, maintain and repair the Greenwell Preserve for a period of twenty (20) years with optional extensions of three (3) one-year periods upon the mutual agreement of SCA and the Director of Community Services. The Lease and Agreement would include the County's payment to SCA of \$36,320 over a three year period for one-time deferred maintenance, which would include non-native plant removal, pruning and trimming native plants, overseeing maintenance crews and modifications to an existing wall. The Community Service Department seeks the Board's direction as to whether the Lease and Agreement should include or exclude County's payments to SCA in an amount not to exceed \$3,120 annually for ongoing maintenance, management and utility costs associated with operation of the Greenwell Preserve. Either or both costs would be funded through County Service Area-11 (CSA-11): the one-time costs through the fund balance and the annual ongoing costs through ongoing revenue. The CSA-11 projected revenues, expenditures and fund balance, which include the SCA requested maximum costs, are shown in Attachment D.

Section 7 of the expired Lease and Agreement stated, "Lessee shall operate, maintain and repair at its own expense the existing grounds, and facilities developed on the property as defined in Exhibit B...the parties expressly agree that this agreement is intended to be at no cost to the county and that the county shall have no obligation to operate or maintain the property..." Exhibit B required the Lessee to maintain and operate the facility, and provide all equipment and services. In addition, Section 9 of the expired Lease and Agreement stated, "Lessee shall pay for utilities and services furnished to or used by it on the property, including, but not limited to, pest or mosquito abatement, water, electrical, sewer, trash collection and natural gas, and for any required connection company the total cost of said utilities or service."

Background:

The County owns Greenwell Preserve in Summerland, which previously served as a County Public Works Road Yard. California Government Code Section 25536 states that the Board of Supervisors may, by a four-fifths vote of the Board, enter into a lease of County-owned property or a managerial contract involving the lease of County-owned property devoted to or held for ultimate use for park or recreation purposes without needing to comply with bidding procedures (including California Government Code sections 25526-25535 and Santa Barbara County Code sections 12A-7 – 12A-10) for the leasing of real property belonging to the County. As such, in 1998 the Board approved an agreement for SCA to construct, operate and maintain the Greenwell Preserve for a period of five years with optional extensions of two (2) five-year periods, attached hereto as Attachment C. As the agreement

expired, the Community Services Department is requesting that the Board direct staff to draft a new Lease and Agreement.

In the time that SCA oversaw the Greenwell Preserve, it utilized the facility to promote education on the eradication of non-native landscaping and offered the building as a meeting space for local non-profits. SCA hosted local meetings and workshops to gather community input on park improvements as well as continued maintenance and operations of the site. SCA's proposed business plan outlines \$36,320 in enhancements that were developed through this process (Attachment A). These improvements, which include landscaping services and repair of a block wall fence, could be paid for by the County through CSA-11 fund balance over a three year period and performed by SCA within a five year period (see Attachment D).

In addition, SCA is requesting that the on-going cost of utilities, maintenance and nursery management associated with the site be paid for by the County at an amount not to exceed \$3,120 per year, which for the proposed 20-23 year life of the Lease and Agreement would total a maximum of \$71,760. The Community Services Department is requesting direction from the Board as to whether this payment should be included in the Lease and Agreement. The expired Lease and Agreement required SCA to pay for all operations, maintenance and utility costs.

CSA-11 provides funding for street lighting services and open space maintenance for the three County Parks in the Summerland Community: Lookout Park, Ocean View Park and the Greenwell Preserve.

Currently, there are no County-owned Parks operated by non-profit organizations. The County pays for the utilities at the Cachuma Lake Nature Center which is operated by a non-profit organization; however, the Nature Center houses County staff offices.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

The Lease and Agreement would require SCA to operate and maintain Greenwell Preserve for a period of twenty (20) years with the option(s) of three (3) one-year extensions upon the mutual agreement of SCA and the Director of Community Services. The costs of the proposed site improvements totaling \$36,320 would be provided from CSA-11 fund balance over a three year period. If so directed by the Board, the \$3,120 per year for site utilities and maintenance would also be provided from CSA-11 over the 20-23 year term of this Lease and Agreement, with the utility and maintenance costs totaling \$62,400-\$71,760. As shown in the CSA-11 fund balance spreadsheet prepared by the CSA-11 Public Works fund manager, attached hereto as Attachment D, the CSA-11 fund balance is approximately \$640,000.

Attachments:

Attachment A – Greenwell Preserve Collaboration Business Case dated September 2, 2010

Attachment B – Draft CEQA Notice of Exemption dated May 22, 2012

Attachment C – Expired 1998 Lease and Agreement with SCA

Attachment D – CSA-11 fund balance spreadsheet

Attachment E – Power Point presentation

Special Instructions:

Please send minute order and signed duplicate to Jessica Rauch.

Authored by:

Brian Roney, Deputy Director and Jill Van Wie, Programs and Projects Business Leader, x2470