

**SPECIAL & REGULAR MEETINGS OF THE SONOMA CITY COUNCIL  
&  
CONCURRENT REGULAR MEETING OF SONOMA CITY COUNCIL AS THE  
SUCCESSOR AGENCY TO THE DISSOLVED SONOMA COMMUNITY  
DEVELOPMENT AGENCY**

**Community Meeting Room, 177 First Street West, Sonoma CA**

**Monday, February 1, 2016**

**5:30 p.m. Closed Session (Special Meeting)**

**6:00 p.m. Regular Meeting**

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**AGENDA**

**City Council**  
Laurie Gallian, Mayor  
Madolyn Agrimonti, MPT  
David Cook,  
Gary Edwards  
Rachel Hundley



Be Courteous - **TURN OFF** your cell phones and pagers while the meeting is in session.

**5:30 P.M. – SPECIAL MEETING - CLOSED SESSION**

- 1. CALL TO ORDER**  
The Mayor will open the meeting and take public testimony on closed session items only. The Council will then recess into closed session.
- 2. CLOSED SESSION**  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 of the Cal. Gov't Code. Number of potential cases: One.

**6:00 P.M. – REGULAR MEETING**

**RECONVENE, CALL TO ORDER & PLEDGE OF ALLEGIANCE**  
**ROLL CALL** (Agrimonti, Edwards, Hundley, Cook, Gallian)  
**REPORT ON CLOSED SESSION**

**1. COMMENTS FROM THE PUBLIC**

*At this time, members of the public may comment on any item not appearing on the agenda. It is recommended that you keep your comments to three minutes or less. Under State Law, matters presented under this item cannot be discussed or acted upon by the City Council at this time. For items appearing on the agenda, the public will be invited to make comments at the time the item comes up for Council consideration. Upon being acknowledged by the Mayor, please step to the podium and speak into the microphone. Begin by stating and spelling your name.*

**2. MEETING DEDICATIONS**

**3. PRESENTATIONS**

**Item 3A: Rise Up To End Violence Against Women Day Proclamation**

**4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL**

*All items listed on the Consent Calendar are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council, staff, or public request specific items to be removed for separate action. At this time Council may decide to change the order of the agenda.*

**Item 4A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only.** (Standard procedural action - no backup information provided)

**5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL AS SUCCESSOR AGENCY**

*There were no consent items at the time of packet preparation.*

**6. PUBLIC HEARING – None Scheduled**

**7. REGULAR CALENDAR – CITY COUNCIL**

*(Matters requiring discussion and/or action by the City Council)*

**Item 7A: Discussion, Consideration and Possible Action to Provide Direction on the Authority and Administration of the Sonoma County Waste Management Agency JPA and the Potential Extension of the Agency. (City Manager)**

Staff Recommendation: Respond to the request for direction from the Sonoma County Waste Management Agency (SCWMA) on 1) the authority and administration of its programs, and 2) whether to extend the SCWMA for one additional year. Staff recommends extending the Agency for the additional one year to allow sufficient time to discuss all necessary issues and resolve outstanding questions.

**Item 7B: Discussion, consideration, and possible action on a request by the League for Historic Preservation to confirm that the Maysonnave House Lease allows for ancillary events as a means of fundraising for the upkeep of the Maysonnave House. (Planning Director)**

Staff Recommendation: Staff recommends that the City Council confirm that the "Maysonnave Residence Lease Agreement" allows for ancillary activities as set forth in the letter of request from the League for Historic Preservation, subject to whatever limitations are deemed necessary by the Council.

**Item 7C: Discussion, Consideration and Possible Action to Review the Sonoma Community Fund Grant Program as Presented by the City Manager. (City Manager)**

Staff Recommendation: Review program draft as presented by staff and give direction to staff to finalize program and initiate process for FY 2016-17.

**Item 7D: Discussion, Consideration and Possible Action to Approve Addendum No. 1 to the City Prosecutors Agreement to Initiate a New Code Enforcement Program. (City Manager)**

Staff Recommendation: Approve Addendum No. 1 to City Prosecutor's Agreement.

**Item 7E: Discussion, Consideration and Possible Action to Update the Alcalde Selection Process (requested by Mayor Gallian) (City Manager)**

Staff Recommendation: Council Discretion.

**8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY**

*There were no items at the time of packet preparation.*

**9. COUNCILMEMBERS' REPORTS AND COMMENTS**

**10. CITY MANAGER COMMENTS AND ANNOUNCEMENTS INCLUDING ANNOUNCEMENTS FROM SUCCESSOR AGENCY STAFF**

**11. COMMENTS FROM THE PUBLIC**

*At this time, members of the public may comment on any item not appearing on the agenda*

**12. ADJOURNMENT**

I do hereby certify that a copy of the foregoing agenda was posted on the City Hall bulletin board on January 28, 2016. Gay Johann, Assistant City Manager/City Clerk

***Copies of all staff reports and documents subject to disclosure that relate to any item of business referred to on the agenda are normally available for public inspection the Wednesday before each regularly scheduled meeting at City Hall, located at No. 1 The Plaza, Sonoma CA. Any documents subject to disclosure that are provided to all, or a majority of all, of the members of the City Council regarding any item on this agenda after the agenda has been distributed will be made available for inspection at the City Clerk's office, No. 1 The Plaza, Sonoma CA during regular business hours.***

***If you challenge the action of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described on the agenda, or in written correspondence delivered to the City Clerk, at or prior to the public hearing.***

***In accordance with the Americans With Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk (707) 933-2216. Notification 48-hours before the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.***





**CITY OF SONOMA**  
**City Council**  
Agenda Item Summary

City Council Agenda Item: 3A

Meeting Date: 02/01/2016

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**Department**

Administration

**Staff Contact**

Gay Johann, Assistant City Manager / City Clerk

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**Agenda Item Title**

Rise Up To End Violence Against Women Day Proclamation.

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**Summary**

Joanne Brown of the Sonoma County Commission on the Status of Women requested a proclamation recognizing February 14, 2016 as Rise Up To End Violence Against Women Day.

In keeping with City practice, Ms. Brown has been asked to limit the total length of her follow up comments and announcements to no more than 10 minutes.

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**Recommended Council Action**

Mayor Gallian to present the proclamation

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**Alternative Actions**

Council discretion

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**Financial Impact**

n/a

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

1. Proclamation

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cc: Joanne Brown via email

# City of Sonoma



## Proclamation

### **RISE UP TO END VIOLENCE AGAINST WOMEN DAY February 14, 2016**

**WHEREAS**, one in three women and girls worldwide will be a victim of rape or violence in their lifetime; and

**WHEREAS**, these crimes against women do not discriminate against any country, age, socio economic, or ethic lines but cross all these lines; and

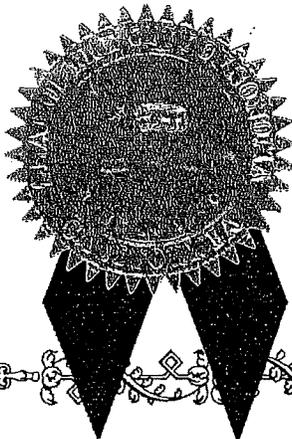
**WHEREAS**, communities across the globe are rising up with their collective voices to raise the consciousness of humanity and all men and women should rise up and demand a shift from the confines of systems, cultures, and structures that cause or contribute to violence against women; and

**WHEREAS**, our daughters, mothers, grandmothers, partners and spouses deserve to be free from a life of fear; and

**WHEREAS**, the Sonoma City Council and the people of Sonoma are committed to protecting individual freedom, eliminating violence against women in all forms.

**NOW, THEREFORE, BE IT RESOLVED THAT I**, Laurie Gallian, Mayor of the City of Sonoma, hereby proclaim, February 14, 2016 as a day to Rise Up to End Violence Against Women Day in Sonoma.

\_\_\_\_\_  
Laurie Gallian, Mayor





**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 7A

Meeting Date: 02/01/2016

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**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

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**Agenda Item Title**

Discussion, Consideration and Possible Action to Provide Direction on the Authority and Administration of the Sonoma County Waste Management Agency JPA and the Potential Extension of the Agency

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**Summary**

The Sonoma County Waste Management Agency Board of Directors has requested that the City of Sonoma provide feedback on its preference for the future authority and administration of compost, household hazardous waste (HHW), education, planning and reporting functions. Mayor Pro Tem Agrimonti is the City's representative on the Agency Board.

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**Recommended Council Action**

Respond to the request for direction from the Sonoma County Waste Management Agency (SCWMA) on 1) the authority and administration of its programs, and 2) whether to extend the SCWMA for one additional year. Staff recommends extending the Agency for the additional one year to allow sufficient time to discuss all necessary issues and resolve outstanding questions.

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**Alternative Actions**

Council vote to not adopt the resolution to extend the Agency and allow the existing Agency to expire at the end JPA term. The current Agency JPA expires in February, 2017.

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**Financial Impact**

Undetermined

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**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

- Attachment A – Matrix Describing SCWMA- and RCPA-Affiliated JPA Options
  - Attachment B – Summary of Previous Matrix Responses
  - Attachment C – Requested Feedback on SCWMA Issues
  - Attachment D – Resolution Extending the SCWMA By One Year
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**Alignment with Council Goals:**

**POLICY & LEADERSHIP:** Respond to County, State and Federal legislative issues with a focus on retaining local control.

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**cc:**

Patrick Carter, Interim Executive Director

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## SUPPLEMENTAL REPORT

### Discussion, Consideration and Possible Action to Provide Direction on the Authority and Administration of the Sonoma County Waste Management Agency JPA and the Potential Extension of the Agency

*For the meeting of February 1, 2016*

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#### **Background**

The Sonoma County Waste Management Agency (SCWMA) is comprised of the nine incorporated cities and the unincorporated areas of Sonoma County. The SCWMA's current primary responsibilities include authority and administration of the composting program, HHW program, solid waste education, and solid waste planning and reporting on a regional basis. The SCWMA Joint Powers Authority (JPA) agreement expires on February 11, 2017. Failure to extend, renew, or replace this agreement by that date will result in the dissolution of the SCWMA. The dissolution will result in direct costs to each SCWMA member ranging from \$20,000 to \$170,000 for one-time costs and \$5,000 to \$15,000 annual reporting costs.

When SCWMA members discussed issues regarding the future of SCWMA programs in 2015, all members acknowledged the benefits of having regional household hazardous waste, solid waste education, and solid waste planning and reporting program. These benefits include cost efficiencies through economies of scale, consistent regional messaging, and reducing liability to individual members. However, consensus was not achieved on the initial options of whether 1) the SCWMA or 2) the County would perform those regional programs. Subsequently, it has become apparent that the reporting functions must be completed either by individual cities or through a JPA. Thus, the County cannot serve as the regional authority for all responsibilities of the Agency. Responses from all Cities and the County are summarized in Attachment B.

The County proposed forming a new JPA affiliated with the Regional Climate Protection Authority (RCPA/SCTA) for planning, education, and reporting functions. If a RCPA-affiliated JPA is selected, it is envisioned that the solid waste education, planning, reporting, and policy programs would be administered by the RCPA and the composting and HHW programs would be administered by the County and/or Republic Services, likely requiring additional agreements between the cities and the County or Republic for the commitment of green waste flow and for funding the HHW collection and disposal program. RCPA costs for education, planning, reporting, and policy programs are expected to be similar to the existing SCWMA costs as the salaries and overhead are similar for both groups.

The other option would be to retain the existing SCWMA model and either renew or create a new JPA agreement. Consensus was not reached among SCWMA members about the potential

parameters of a future SCWMA (unanimous vote, Board of Directors composition, term, authority for SCWMA programs, etc.) during the feedback sessions in 2015. This item represents another opportunity for this Council to re-examine its past positions and revise it, if desired.

The Agency Board has identified two options and is seeking feedback from all jurisdictions on their preferences. The first is to continue with a stand-alone regional Agency, either by amending the current Agency JPA or creating a new one. The second option is to create a new JPA affiliated with SCTA/RCPA. Attachment A details these options.

The current Agency JPA expires in February, 2017. The Agency has indicated that it needs seven months prior notice of a future direction to be able to transition responsibilities to another body. This is primarily due to contracts that will need to be amended or terminated. Thus, the Agency has included a recommendation that authorizes the Mayor, or designee, to approve extending the JPA for one additional year if a new JPA has not been approved by June 30, 2016. Other reasons for extending the JPA include allowing time to resolve existing litigation regarding the new compost site and for more information about the new compost site to be developed.

#### **Discussion**

Numerous jurisdictions expressed interest in the cost difference between different governance models. It is expected that costs for the composting and HHW operations would be similar regardless of which governance model is adopted.

Permitting of the new compost site is expected to be complete by late 2016 or early 2017, and costs will not be known with certainty until the permitting and competitive bidding processes have been completed. Litigation regarding the certification of the Final EIR for the new compost site is expected to continue beyond 2016 if settlement cannot be reached sooner.

The SCWMA Board of Directors has requested the Council to provide feedback on a number of issues described in Attachment C. The fundamental question is whether Council prefers a stand-alone Agency similar to the current model, or a new Agency affiliated with SCTA/RCPA. In addition, the Agency has requested consideration of whether the Council would consider extending the existing SCWMA JPA agreement for one additional year. The additional year would allow time for the existing litigation to be resolved, to allow for information about the new compost site to be developed, and for consensus to be achieved on the future of SCWMA programs. According to the resolution in Attachment D, this extension of the JPA would become effective on July 1, 2016, unless all members who wished to participate in a successor agency to the SCWMA have designated a successor agency.

**Recommended Action**

Respond to the request for direction from the Sonoma County Waste Management Agency (SCWMA) on 1) the authority and administration of its programs, and 2) whether to extend the SCWMA for one additional year, if necessary. Staff recommends extending the Agency for the additional one year to allow sufficient time to discuss all necessary issues and resolve outstanding questions.

**Attachments**

Attachment A – Matrix Describing SCWMA- and RCPA-Affiliated JPA Options

Attachment B – Summary of Previous Matrix Responses

Attachment C – Requested Feedback on SCWMA Issues

Attachment D – Resolution Extending the SCWMA By One Year

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Attribute	SCWMA Affiliated JPA	RCPA Affiliated JPA
<b>Authority for Compost, Household Hazardous Waste, Education, Planning, and Reporting Programs</b>	The JPA agreement would provide authority for all programs for which members agree to include.	The JPA agreement would provide authority for all programs for which members agree to include. Staff recommended that the JPA provide the RCPA authority to perform the education, planning, reporting, and solid waste policymaking. Cities would retain authority for compost and household hazardous waste, and contract with the County and/or its contractor for these services.
<b>Existing Policymaking Authority</b>	Ability to adopt countywide policy/ordinances currently exists. Practice has been to allow jurisdictions the option to adopt these ordinances.	The RCPA has historically developed model ordinances.
<b>Future Policymaking Authority</b>	Options: (1) include authority to adopt County-wide ordinances in the future JPA agreement on all SCWMA programs, including compost, HHW, education, planning, and reporting, or (2) do not retain this authority and only consider model ordinances in the future.	Options: (1) include authority to adopt County-wide ordinances in the future JPA agreement including education, planning, and reporting and excluding compost and HHW, or (2) do not retain this authority and only consider model ordinances in the future.
<b>Ability to Opt Out of Programs</b>	The JPA can allow opting-out of programs.  Most members indicated an interest in having this option, as long as core programs were defined and remaining members are made whole in the event of members opting out.	The JPA can allow opting-out of programs.  Most members indicated an interest in having this option, as long as core programs were defined and remaining members are made whole in the event of members opting out.
<b>Existing Board Representation</b>	10 member Board of Directors. One vote per jurisdiction. Board members are elected officials or staff, as determined by member governing boards.	RCPA Board is composed of 3 County Supervisors and 1 Council Member from each member city. Board members are elected officials, not staff.

Attribute	SCWMA Affiliated JPA	RCPA Affiliated JPA
<p><b>Future Board Representation</b></p>	<p>Options include: (1) elected officials only or (2) elected officials or city staff, at discretion of each jurisdiction.</p> <p>The number of Board members per jurisdiction would be a provision of the JPA agreement. It is assumed this Board would retain the existing number of members.</p> <p>Most SCWMA members indicated a preference for each jurisdiction to have the ability to appoint a staff or elected to the JPA Board of Directors.</p>	<p>While the JPA would have the same options as those with a stand-alone Agency, <b>RCPA staff recommend retaining its existing Board for the new JPA to avoid receiving direction from different Boards and to make administering the JPA efficient.</b></p>
<p><b>Existing Voting Requirements</b></p>	<p>Budget approval, capital expenditure over \$50,000, and major program expansions require unanimous vote. All other votes are majority.</p>	<p>2/3 vote on the annual budget approval. All other votes are majority.</p>
<p><b>Potential Future Voting Requirements</b></p>	<p>JPA agreement will describe voting requirements.</p> <p>Most members preferred to require a supermajority vote on budget approval and expenditures greater than \$250,000.</p> <p>There were weaker majorities for the issues of purchase of real property, incurring debt greater than \$250,000, adopting additional core programs, and future amendments of the JPA.</p>	<p>While the JPA would have the same options as those with a stand-alone Agency, <b>RCPA staff recommend utilization of the existing RCPA voting requirements.</b></p>
<p><b>Duration of JPA</b></p>	<p>JPA can have limited term or no termination date. There was no majority preference from Agency members on this issue when asked previously.</p>	<p>JPA can have limited term or no termination date. There was no majority preference from Agency members on this issue when asked previously.</p> <p><b>RCPA staff recommends that the term of the JPA be tied to the term of the RCPA, currently set for expiration in December 2019, and as modified by future legislation.</b></p>

Attribute	SCWMA Affiliated JPA	RCPA Affiliated JPA
<b>Financial Considerations</b>	Salary and overhead costs are expected to be very similar to existing conditions. Participation in a regional planning program avoids one-time costs of performing base year and Integrated Waste Management Plan modifications, which have been estimated to be \$20,000 - \$170,000 per jurisdiction. Avoided Annual Report preparation and filing costs are estimated to be \$5,000 - \$15,000 per year, per jurisdiction.	Salary and overhead costs are expected to be very similar to existing conditions. Participation in a regional planning program avoids one-time costs of performing base year and Integrated Waste Management Plan modifications, which have been estimated to be \$20,000 - \$170,000 per jurisdiction. Avoided Annual Report preparation and filing costs are estimated to be \$5,000 - \$15,000 per year, per jurisdiction.
<b>Administration of Compost and HHW Programs</b>	Options for administration include (1) managing contracts for these services directly with private contractors, (2) managing contracts for these services with the County, which would sub-contract with Republic.	Each City and the County would be responsible for making arrangements with service providers for composting and HHW services. For a regional compost program to continue Cities and the County would need to commit their franchised yard debris and wood waste flow to the regional compost facility.  For regional HHW services to continue, staff believes a portion of the current \$4.85/ton surcharge on garbage and compost feedstock could be redirected to the County/Republic to cover the costs of this program.
<b>Administration of Solid Waste Educational Programs</b>	State requirements for members to educate commercial and residential customers about solid and hazardous waste could be performed by this agency if included in the JPA agreement. Existing programs such as the Recycling Guide, Eco-Desk, Beverage Container Recycling, and Mandatory Commercial and Organics Recycling would continue to be administered by staff.	State requirements for members to educate commercial and residential customers about solid and hazardous waste could be performed by this agency if included in the JPA agreement. Existing programs such as the Recycling Guide, Eco-Desk, Beverage Container Recycling, and Mandatory Commercial and Organics Recycling would continue to be administered by staff.
<b>Administration of Planning and Reporting Programs</b>	State requirements to prepare or maintain an integrated waste management plan and to prepare and submit an annual report about solid waste issues to CalRecycle would be performed by this agency if included in the JPA agreement. One annual report would be submitted for all members.	State requirements to prepare or maintain an integrated waste management plan and to prepare and submit an annual report about solid waste issues to CalRecycle would be performed by this agency if included in the JPA agreement. One annual report would be submitted for all members.

Attribute	SCWMA Affiliated JPA	RCPA Affiliated JPA
<b>Liability to Members</b>	The JPA structure reduces liability to individual members.	The JPA structure reduces liability to individual members.
<b>Staffing</b>	Staffing services could be provided by any member agency, independent agency such as the SCWMA itself, or private contracting service. The County has indicated the current staffing model (County providing staffing service) would need to change.	Staff merged into SCTA/RCPA agency structure. SCWMA Executive Director functions shared by RCPA Executive Director and Deputy Director/Program Manager, with details to be determined.
<b>Timing</b>	SCWMA term expires February 2017. The SCWMA Board and staff recommend creating option for a one-year extension of the existing JPA agreement to resolve existing litigation and bring the new compost site permitting to resolution.	SCWMA term expires February 2017. The SCWMA Board and staff recommend creating option for a one-year extension of the existing JPA agreement to resolve existing litigation and bring the new compost site permitting to resolution.

## Summary of Previous Matrix Responses

Note: \* next to an entry indicates show stopper or must have.

1. Regional program for composting? Yes = 9, No = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes*	Yes	Yes*	No*	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes	Yes	Yes	Yes	Yes

2. Regional program for HHW? Yes = 10

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	Yes*	Yes	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes	Yes	Yes	Yes	Yes

3. Regional program for Education? Yes = 10

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes	Yes	Yes	Yes	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes	Yes	Yes	Yes	Yes

4. Regional program for Planning and Reporting? Yes = 10

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Yes*	Yes*	Yes*	Yes	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes	Yes	Yes	Yes	Yes

5. What entity performs composting operations? Need more information = 5, Agency = 2, County = 2, direct outhaul = 1

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Agency*	Need more information	County*	Direct outhaul	County
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Need more information	Need more information	Agency	Need more information	Need more information

6. What entity performs HHW? Agency = 5, County = 3, need more information = 2

Cloverdale	Cotati	Healdsburg	Petaluma	Rohnert Park
Agency	Agency	County	County	County
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Need more information	Agency	Agency	Need more information	Agency

7. What entity performs Education? Agency = 5, County = 3, need more information = 2

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Agency	Agency*	County	County	County
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Need more information	Agency	Agency	Need more information	Agency

8. What entity performs Planning and Reporting? Agency = 5, County = 3, need more information = 2

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Agency*	Agency*	County	County	County
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Need more information	Agency	Agency	Need more information	Agency

9. If there is a preference to renew the Agency, what would its term be? No fixed term = 3, 20 years = 1, 25 years = 3, need more information = 2, did not respond = 1.

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
No fixed term*	No fixed term	Need more information	20 year minimum	25 years, with review at 10 years
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Need more information	25 years	25 years	Did not respond	2/4 members indicated no fixed term

10. Ability to opt out of regional programs? Yes, as long as core programs are defined and the regional program is made whole by those opting out = 8, no opt out of core programs = 1, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes	Yes	Yes	Yes*	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes	Not from core programs	Yes	Did not respond	Yes

11. Unanimous vote required on budget approval, capital expenditure > \$50,000, and major program expansion? No = 5, Yes = 1, Yes for major program expansions only = 3, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
No*	No*	Yes, program expansions*	Yes	Yes, program expansions only
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes, program expansions only	No	No	Did not respond	No

12. Supermajority vote on purchase of real property? Yes = 6, No, must be unanimous = 3, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes*	Yes	No, unanimous*	No, unanimous	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
No, unanimous	Yes	Yes	Did not respond	Yes

13. Supermajority vote to incur debt > \$250,000? Yes = 7, No, must be unanimous = 2, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes*	Yes	No, unanimous*	No, unanimous*	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes, unless related to a unanimous vote issue	Yes	Yes	Did not respond	Yes

14. Supermajority vote to adopt annual budget? Yes = 7, No = 2, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes*	Yes	Yes	No, unanimous*	No, majority vote
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes, unless related to a unanimous vote issue	Yes	Yes	Did not respond	Yes

15. Supermajority vote to adopt additional core programs? Yes = 5, No, jurisdictional or unanimous vote required = 4, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes*	Yes	No, unanimous vote*	No, unanimous vote*	No, jurisdictional vote*
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
No, unanimous vote	Yes	Yes	Did not respond	Yes

16. Supermajority vote for expenditures greater than \$250,000? Yes = 8, No, unanimous vote = 1, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes*	Yes	Yes	No, unanimous, but supermajority could be for less than \$50,000*	Yes
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Yes, unless debt from unanimous vote item	Yes	Yes	Did not respond	Yes

17. Supermajority vote for amendments of new JPA agreement? No, unanimous or jurisdictional vote = 5, Yes = 4, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes*	Yes	No, unanimous vote*	No, unanimous vote*	No, jurisdictional vote*
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
No, unanimous vote	No, jurisdictional vote	Yes	Did not respond	Yes

18. What comprises a supermajority? 7/10 vote = 4, 8/10 vote = 3, 3/4 = 1, Other = 1, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
7/10	7/10	8/10	Other	3/4
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
7/10	7/10	8/10	Did not respond	8/10

19. Would you prefer a Board with staff and elected officials? Membership decided by each jurisdiction = 7, elected official only = 2, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Elected*	Elected	Member choice*	Member choice*	Member choice*
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Member choice	Member choice	Member choice	Did not respond	Member choice

20. Would you prefer tiered governance? Yes = 4, No = 3, need more information = 2, did not respond = 1

<b>Cloverdale</b>	<b>Cotati</b>	<b>Healdsburg</b>	<b>Petaluma</b>	<b>Rohnert Park</b>
Yes*	Yes	Need more information	No*	No
<b>Santa Rosa</b>	<b>Sebastopol</b>	<b>Sonoma</b>	<b>County</b>	<b>Windsor</b>
Need more information	Yes	Yes	Did not respond	No

## Requested Feedback on SCWMA Issues

**Please indicate whether any of these issues are “Must Haves” or “Show Stoppers”**

Assume the costs of administration are similar between the Sonoma County Waste Management Authority (SCWMA), Regional Climate Protection Authority (RCPA), and County for Questions 1-5. The Matrix (Attachment A) is provided as background information to assist in responding.

1. Does Sonoma wish to participate in a regional composting program? **Yes, No**  
If yes, who should have authority for the program? **SCWMA, Individual Jurisdictions**  
If no, would Sonoma participate in the JPA if there was an ability to opt out? **Yes, No**
  
2. Does Sonoma wish to participate in a regional Household Hazardous Waste collection program? **Yes, No**  
If yes, who should have authority for the program? **SCWMA, Individual Jurisdictions**  
If no, would Sonoma participate in the JPA if there was an ability to opt out? **Yes, No**
  
3. Does Sonoma wish to participate in regional solid waste education and outreach programs?  
**Yes, No**  
If yes, who should have authority for the programs? **SCWMA, RCPA**  
If no, would Sonoma participate in the JPA if there was an ability to opt out? **Yes, No**
  
4. Does Sonoma wish to participate in regional solid waste planning and reporting programs?  
**Yes, No**  
If yes, who should have authority for the programs? **SCWMA, RCPA**  
If no, would Sonoma participate in the JPA if there was an ability to opt out? **Yes, No**
  
5. Should the new JPA have the authority to create countywide ordinances? **Yes, Yes-if members can opt out, No-only consider model ordinances**
  
6. What should the opting out process allow? **Opt out only if remaining members are made financially whole, Opt out without making remaining members whole, or No opt out.**
  
7. Should Board membership be limited to elected officials? **Yes, No**
  
8. What number of Board representatives should each jurisdiction have? **One, Existing RCPA amount, Other amount**

FOR THE FOLLOWING QUESTIONS: Does Sonoma support a **majority vote, supermajority vote, unanimous vote of the JPA Board or approval from all jurisdictions** requirement for Questions 9-

16. Staff note: Council's prior responses from June 2015 provided in italics.

9. Budget approval? *(Council consensus in June 2015 for supermajority vote)*
10. Capital expenditure for items over \$50,000 (or other amount, if preferred)? *(Council consensus in June 2015 for supermajority vote)*
11. Major program expansions? *(Council consensus in June 2015 for supermajority vote)*
12. Purchase of real property? *(Council consensus in June 2015 for supermajority vote)*
13. Incurring debt greater than \$250,000? *(Council consensus in June 2015 for supermajority vote)*
14. Adopt additional core programs? *(Council consensus in June 2015 for supermajority vote)*
15. Amendments of a new JPA agreement? *(Council consensus in June 2015 for supermajority vote)*
16. If supermajority was selected for Questions 11-17, what is Sonoma's preference of a supermajority threshold? **3/4, 7/10, 8/10, N/A** *(Council consensus in June 2015 8/10)*
17. What is Sonoma's preference for the term of a new or renewed JPA? **No fixed term, 25 year, Match RCPA term, or Other?** *(In June 2015 Council majority for 25 year term; Council included comment for consideration of an option to include an second renewal option of 25 years)*
18. Would your jurisdiction prefer a tiered governance structure, such as policy and technical boards? **Yes, No, Depends on the responsibilities assigned to the JPA** *(In June 2015 Council stated it was open to adding a Technical Advisory Committee in a tiered structure)*

CITY OF SONOMA

RESOLUTION NO. \_\_\_\_-2016

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AUTHORIZING THE MAYOR OR DESIGNEE TO AGREE TO EXTEND THE TERM OF THE AGREEMENT BETWEEN THE CITIES OF SONOMA COUNTY AND SONOMA COUNTY FOR A JOINT POWERS AGENCY TO DEAL WITH WASTE MANAGEMENT ISSUES BY ONE YEAR

WHEREAS, the City of Sonoma (the "City") is a party to that certain Agreement Between the Cities of Sonoma County and Sonoma County for a Joint Powers Agency to Deal With Waste Management Issues, as amended on January 24, 1996 by the First Amendment to the Agreement, and on March 27, 2014 by the Second Amendment to the Agreement (collectively, the "Agreement"); and

WHEREAS, the Agreement created the Sonoma County Waste Management Agency (the "Agency") as a separate public entity in accordance with the requirements of Government Code section 6500 et seq., to provide service to the Sonoma County region on four primary programs; (1) household hazardous waste; (2) wood waste; (3) yard waste that otherwise would go to a landfill; and (4) education about the Agency's programs (collectively, the "Agency Programs"); and

WHEREAS, the Agency further serves as a Regional Agency designated by the California Department of Resources Recycling and Recovery in compliance with Public Resources Code section 40975 for purposes of implementing, monitoring and reporting programs to meet the goals established by the Integrated Waste Management Act of 1989 on behalf of the member Cities and County (a "Regional Agency"); and

WHEREAS, the Agreement has a term of twenty-five (25) years, which term expires on February 11, 2017, which term may be extended from year to year by mutual agreement of the member Cities and County; and

WHEREAS, the expiration of the Agreement would result in the dissolution of the Agency; and

WHEREAS, the Board of the Agency is engaged in discussion regarding the future of the Agency and the Agency Programs, including whether to recommend to the member Cities and County to enter into a new or amended joint exercise of powers agreement to continue the Agency Programs and its service as a Regional Agency, or to address the Agency Programs in another manner, including transitioning the Agency Programs to one or more other agencies and potentially establishing a new agency to serve as a Regional Agency for the member Cities and County; and

WHEREAS, the City supports a regional approach to the Agency Programs, but recognizes that the member Cities and County may require additional time beyond the expiration of the term of the Agreement to negotiate the terms of a new joint exercise of powers agreement or agree upon an entity or entities to take over responsibility for the current Agency programs; and

WHEREAS, in the event such additional time is needed to determine the future of the Agency, the City is willing to extend the term of the Agreement for one (1) year from the current date of expiration; and

WHEREAS, the Agency has indicated that in the event all of the member Cities and County have not agreed upon and designated one or more successor agencies to assume responsibility for all of the Agency Programs and serve as a Regional Agency for the member Cities and County, or elected to withdraw from the Agency, on or before July 1, 2016, the Agency will require an additional year to either develop a plan for the continuation of the Agency Programs, or efficiently transition the Agency's operations to other agencies and/or the member Cities and County;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of that in the event that the City and the other member Cities and County have not

all agreed upon and designated one or more successor agencies to assume responsibility for the Agency Programs and to serve as a Regional Agency for the member Cities and County, or elected to withdraw from the Agency, on or before July 1, 2016, the City agrees to extend the term of the Agreement by one (1) year from its current expiration date. Upon such extension, the new expiration date for the Agreement shall be February 11, 2018.

BE IT FURTHER RESOLVED that the Mayor or designee is hereby authorized and directed to execute and deliver any and all documents necessary to carry out such extension in accordance with this Resolution.

ADOPTED this 1st day of February, 2016 by the following vote:

AYES:

NOES:

ABSENT:

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Laurie Gallian, Mayor

ATTEST:

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Gay Johann, Assistant City Manager/City Clerk



*City of Sonoma*  
**City Council**  
**Agenda Item Summary**

**City Council Agenda Item: 7B**  
**Meeting Date: 02/01/2016**

**Department**

Planning

**Staff Contact**

David Goodison, Planning Director

**Agenda Item Title**

Discussion, consideration, and possible action on a request by the League for Historic Preservation to confirm that the Maysonnave House Lease allows for ancillary events as a means of fundraising for the upkeep of the Maysonnave House.

**Summary**

The Sonoma League for Historic Preservation is requesting the City Council to confirm that the occasional use of the Maysonnave property for events, including weddings, is allowed for under its lease with City as an ancillary activity consistent with the primary use of the property as a museum. Under the terms of the lease, the League is responsible for all repairs and maintenance to the building and premises. In the past, a major component of funding for building maintenance had come from the efforts of the Sonoma League for Historic Preservation Auxiliary, (SLHP Auxiliary), which raised money from a variety of fundraising events as well as the occasional rental of the property for celebrations and weddings. In 2011, the SLHP Auxiliary was disbanded, which has led to funding shortfalls in the area of building maintenance. The League is now in the process of reconstituting the SLHP Auxiliary in order to address this problem. As part of this effort, the League wants to make sure that proposed fundraising activities are consistent with the terms of the lease. These activities include limited numbers of celebrations, small family gatherings and reunions, and weddings. While these activities are intended to support the upkeep of the Maysonnave Home, the League does not intend to rely solely on event income, which is projected to account for about 50% of building maintenance costs. Further details are provided in the attached Supplemental Report.

**Recommended Council Action**

Staff recommends that the City Council confirm that the "Maysonnave Residence Lease Agreement" allows for ancillary activities as set forth in the letter of request from the League for Historic Preservation, subject to whatever limitations are deemed necessary by the Council.

**Alternative Actions**

Direct staff to develop additional information that may be required.

**Financial Impact**

The League is not requesting any funds from the City. However, their proposal is intended to facilitate fundraising for the on-going maintenance of a City-owned property.

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

**Alignment with Council Goals**

The review of this issue relates to City Council goals regarding city character, fiscal management, and infrastructure.

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**Attachments:**

1. Supplemental Report
2. League for Historic Preservation Letter of Request
3. Maysonave Residence Lease Agreement

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**cc:** Sonoma League for Historic Preservation  
SLHP Auxiliary  
North of the Mission Association

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## SUPPLEMENTAL REPORT

Discussion, consideration, and possible action on a request by the League for Historic Preservation to confirm that the Maysonnave House Lease allows for ancillary events as a means of fundraising for the upkeep of the Maysonnave House

*For the City Council meeting of February 1, 2015*

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### **Request for Interpretation**

The Sonoma League for Historic Preservation is requesting the City Council to confirm that the occasional use of the Maysonnave property for events, including weddings, is allowed for under its lease with City as an ancillary activity consistent with the primary use of the property as a museum. The Maysonnave property, located at 289 First Street East, is a 14,000-square-foot parcel developed with a single-family residence (the Maysonnave Heritage Center) and an outbuilding (the Carriage Building). It has been under City ownership since 1991 (along with the adjoining parcel to the west), as a result of a bequest by Henri Maysonnave, with terms that limit its use to a park or memorial museum. In 2001, following a search for partners to help upgrade and make use of the residence, in 2001, the City entered into a 25 year lease with the League, based on their proposal renovate the residence and make use of it as a museum and as the League headquarters. The renovation of the residence ultimately proved to be far more costly and time-consuming than anticipated, but it was successfully completed in 2008, at a cost of approximately \$700,000 (with the League raising 350,000 and the City contributing \$350,000).

### **Lease Terms**

Under the terms of the lease, the League is responsible for all repairs and maintenance to the building and premises. In the past, a major component of funding for building maintenance had come from the efforts of the Sonoma League for Historic Preservation Auxiliary, (SLHP Auxiliary), which raised money from a variety of fundraising events as well as the occasional rental of the property for celebrations and weddings. In 2011, the SLHP Auxiliary was disbanded, which has led to funding shortfalls in the area of building maintenance. The League is now in the process of reconstituting the SLHP Auxiliary in order to address this problem. As part of this effort, the League wants to make sure that its fundraising activities are consistent with the terms of the lease. Section 4 of the lease, which describes the intended uses of the property, reads as follows:

*The Premises are leased to TENANT for the purpose of establishing and maintaining a museum and a research library, open to the public during established office hours. Other uses customarily associated with museums such as offices, meetings, and social events are also permitted. TENANT shall not use, or permit the Premises, or any part thereof to be used, for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased.*

In addition, Section 14 prohibits subletting the property without receiving prior approval by the City.

## Current and Proposed Uses

The primary use of the property is as a museum and research/education center with respect to historic preservation and the historical buildings, sites and personages of Sonoma Valley. The residence also includes an office for League activities and a meeting room used for a variety of purposes, including lectures on local history and preservation issues, as well as occasional use by outside groups in need of a small meeting space. In addition, the League uses the property for fundraising and member events. In staff's view, all of these uses are clearly within the scope of allowed uses. As set forth in its letter of request (attached), the SLHP Auxiliary proposes to also make use of the property as follows:

- Celebrations: Birthday or anniversary parties held in the house and/or gardens. Garden Club events, Newcomer's Tea and other local events that need an affordable and unique venue. Expected attendance: 15-40
- Small Reunions: Family, school or other reunions held in the house and gardens. Caterers would have the use of the Carriage House for staging. Expected attendance: 15-60
- Weddings: Weddings of up to 120 people would be held in the gardens with smaller weddings held in the house. Caterers would use the Carriage House for staging.

None of these are actually new uses to the property as the League has held such events in the past. The practice, however, has been to limit them to League members. As discussed in its letter of request, the League would like to remove this self-imposed limitation and confirm with the City Council that its fundraising activities are consistent with the lease restrictions on the use of the property. In support of its request, the League Auxiliary has researched other small museums and have found that such activities appear to be a common fundraising tool. The League also points to their 2004 grant application to the City Council for redevelopment funds to assist in the upgrade of the Maysonnave residence, in which they state that the Heritage Center would be supported by "*... dues, and memberships, meetings, weddings, and other community events.*" That said, the League also makes it clear that they do not intend to rely solely on such events to support the upkeep of the building. As set forth on the budget appendix, event income is expected to account for about 50% of building maintenance costs.

Staff has had a number of meetings with the League and the League Auxiliary in order to ensure that we have a clear understanding of their proposal and, generally speaking, staff concurs that the types of activities under consideration are typical of many museums. Based on the anticipated frequency of the proposed events, as set forth in the Financial Appendix, it is staff's view that they appear to be strictly ancillary to the primary use of the property as a heritage center and museum. That said, it is important to remember that the Maysonnave property has virtually no on-site parking, so the parking for any event must be supported on-street or in the Casa Grande lot. Although for most of the activities under consideration, this is not a significant issue, weddings may be an exception. According to the Financial Appendix, up to 12 weddings per year are contemplated. Staff suggests that weddings be further limited to no more than two per month in order to limit neighborhood impacts.

**Recommendation**

Staff recommends that the City Council confirm that the "Maysonnave Residence Lease Agreement" allows for ancillary activities as set forth in the letter of request from the League for Historic Preservation, subject to whatever limitations are deemed necessary by the Council.

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*Preserving Sonoma since 1969!*

**THE HERITAGE CENTER AT THE MAYSONNAVE HOUSE - ASSUMPTIONS FOR USE  
REQUEST FOR AGREEMENT WITH THE CITY OF SONOMA**

***January 18, 2016***

**GOAL:**

To preserve and maintain the lovely Henri Maysonnave House on First Street East so that it can be enjoyed by the community and serve as a location where Sonoma's history can be appreciated.

**BACKGROUND:**

A lease between the Sonoma League for Historic Preservation [League] and The City of Sonoma [City] was executed January 16, 2001. Additionally, a Grant Proposal was submitted to the City and the Redevelopment Agency and was approved for construction costs with League funds added from fundraising activities like the Cottage and Garden Tour.

The renovated Maysonnave House opened in April 2008 as The Heritage Center at Maysonnave House. The kick-off event was the 2008 Cottage and Garden Tour and the property was operated by the SLHP Auxiliary until 2011 with multiple fundraising events designed to raise awareness of the history of Sonoma while simultaneously raising funds to maintain the Maysonnave House and its Heritage Center. During the time it existed, the SLHP Auxiliary was able to cover the operating and maintenance costs of the Maysonnave House and Garden through its use as a well-loved and well-used events venue.

Due to a change in League philosophy, in March 2011 the SLHP Auxiliary was disbanded and the operation of the Maysonnave House transferred to the League. For the most part, fundraising events were no longer held and with a few exceptions, the house has stayed virtually underutilized and vacant much of the last few years.

It has always been a fact that the League's activities and especially the operations and maintenance of the Maysonnave House could not have been sustained by membership fees and donations alone. The loss of the vital participation of the former SLHP Auxiliary has been felt most acutely in the resultant lack of sufficient funds for the proper maintenance of the Maysonnave House and its operations.

In the past, the SLHP Auxiliary was able to provide an adequate level of funding to meet those maintenance and operations requirements by hosting multiple community events and activities. In addition to the

negative impact of the lost years from March 2011 to present when the SLHP Auxiliary no longer contributed its expertise and energy to raising funds, there occurred a substantial reduction in League membership resulting in an inability to generate adequate cash flow to the Maysonnave House from members- only events. To further negatively impact the situation, maintenance costs for the house have also risen commensurately since 2011.

These factors require broader thinking and a more flexible and creative approach to the use of the Maysonnave House as a League asset but, more importantly, to begin to think of the Maysonnave House as a 'community asset' to be available for use by both organizations and citizens of Sonoma so that there will be a sufficient financial base to provide for not only maintenance and operations but for any capital improvements that are always required with the passage of time.

Some of the individuals who raised the funds to renovate and furnish the house, and who ran its operation after it was renovated, are considering returning to assist the League to once again raise funds for the Maysonnave House and Garden, to bring it back to its pristine condition and to offer it once again as a resource to the community at large.

#### ***SLHP Auxiliary Management of the Maysonnave House:***

League public events were held at the Maysonnave House multiple times during the year (Lecture Series, Derby Day, Fourth of July Picnic, Henri's Birthday Party and Country Supper and the Holiday Open House in conjunction with the Mission) and drew from 20-200 people depending on the time of year and the property use required by the event.

League Member events were also held on a regular basis both inside the house and in the gardens. These events included birthday parties, weddings, and celebrations of life, anniversary dinners, reunions and many more. They were usually not more than 100 guests, generally many fewer.

These types of events provided necessary funds that were used exclusively for the maintenance of the Maysonnave House and Garden. Other non-profits were encouraged and did utilize the house and garden for their own fundraising events, celebrations and meetings. All of these events raised the funds needed for ongoing operating expenses, to keep the house in good condition, to make capital improvements, to enhance the garden and to provide the League a place to welcome potential new League members as well as members of the community at large.

Additionally, with the present proposed establishment of the Friends of Maysonnave, more attention can be devoted to exploring an expanded use of the property [house and garden] for both overhead reimbursed events as well as those deemed useful to be on a gratis basis.

### ***Current Uses of The Heritage Center's House and Garden:***

1. Museum: A period house with furnishings and fixtures that represent how a 1910 Sonoma cottage home was decorated. In addition, the furnishings are functional for multiple uses to support the Center's activities. Open to the public during specified hours.
2. Education: A place where school children can learn about the history of Sonoma. Through use of the archives and rotating exhibits, the history of the buildings and activities of the town will be available for all residents of Sonoma.
3. Research: A place for architects, builders, developers and organizations to research future architectural projects. The archives, which capture the past building and land development, will be accessible and used in the comfortable environment of the Maysonnave House. This use will benefit the entire community of Sonoma when changes to its assets are under consideration.
4. SLHP Office: An working office where the business of the Maysonnave House can be conducted as well as a resource center for SLHP staff and Board Members.
5. Meeting Place: A place where the community can hold meetings and host events (Sonoma International Film Festival, the Sister City Program, Pet's Lifeline, Overlook Trail, etc.) A place where SLHP Board and other organizations' committees can meet.
6. Rotating Exhibits: Sonoma history exhibits, art exhibits, specialty shows like the vintage kitchen implement collection and many other opportunities to showcase Sonoma's resources.

### **Rationale for Ongoing Events at Maysonnave**

The Grant Proposal submitted to and approved by the City in approximately 2004 stated that the Heritage Center at Maysonnave would be self-supporting once renovated. The document states: "It will be staffed by volunteers and will be supported by dues and memberships, meetings, weddings and other community events..." Henri Maysonnave's will states "...the parcels shall become the property of the City of Sonoma to be used specifically for development as a memorial park or a museum facility." The lease agreement the League has with the City mentions "...other uses customarily associated with museums such as offices, meeting, and social events are also permitted."

As we consider uses for the Heritage Center at Maysonnave House as a community asset rather than strictly a League asset, the question arises: What do other historic houses do to sustain and maintain themselves? Friend of Maysonnave Ethel Daly asked just this question last fall and tasked herself with looking for answers. Ethel identified the Bay Area Historic House Museums (<http://www.bahhm.org/>), an organization that promotes community awareness of historic resources in the San Francisco Bay Area, including Sonoma. One of the member houses is our own Luther Burbank Home and Garden in Santa Rosa. Ethel further identified six historic houses, interviewed representatives from each of the properties and inquired about their events, schedules and rental policies. She asked questions about what types of events they do, how much event income contributes to the overall operating and upkeep costs of each property. She asked about city/county oversight and she asked about needed permits. Ethel's findings are available in

the “MUSEUM USE APPENDIX” attached to this document. She learned that all the properties investigated conduct events and that income can represent 50% or more of overall total revenue.

Based on this helpful information, a list of events for Maysonnave House is suggested below. It is estimated that approximately 50% of Maysonnave income could come from events with another 50% coming from a combination of fundraising activities, major gifts and donations and grants. The League will not solely rely on events to fund the operation and maintenance of the Maysonnave House. However, without this event income the Maysonnave House will not be able to function as a vibrant asset to the City of Sonoma and its residents and visitors. A detailed description of financials can be seen in the “FINANCIAL APPENDIX” attached to this document.

### ***Ongoing Events at the Heritage Center's House, Garden, Carriage House:***

1. **Lecture Series**: League sponsored series for fundraising or promoting the League mission.  
*Expected attendance: 20-40*
2. **Community sponsored or member sponsored events** to be held in the house and/or garden. This could include joint events with the Mission during the holidays or other local nonprofits.  
*Expected attendance: 25-40*
3. **Celebrations**: Birthday or anniversary parties held in the house and/or gardens. Garden Club events, Newcomer's Tea and other local events that need an affordable and unique venue.  
*Expected attendance: 15-40*
4. **Small Reunions**: Family, school or other reunions held in the house and gardens. Caterers would have the use of the Carriage House for staging. *Expected attendance: 15-60*
5. **Weddings**: Weddings of up to 120 people would be held in the gardens with smaller weddings held in the house. Caterers would use the Carriage House for staging.
6. **Meetings**: This would include use of the house or just the Board Room by organizations such as the Film Festival, Plein Air or other nonprofits and would support City events. In addition, the City would be able to utilize the property at no additional cost to host events or meetings.  
*Expected attendance: 10-20*

### ***Conclusion:***

This description of flexible uses for the Maysonnave House and its property is considered to be consistent with the Will of Henry Maysonnave, the Lease with the City of Sonoma, the Grant Proposal to the former Sonoma Redevelopment Agency for the Sonoma Valley Heritage Center and the previous use of the property from 2008 when it was open to the public until 2011 when the SLHP Auxiliary ceased its operations and its vital event management of the Maysonnave House and turned the property over to the League to operate. That change of managerial approach has proven to be unfortunate and now requires a return to the agreed operations of the past and additionally with a new sense of cooperation between the

City and the League so that this community asset can be effectively and sensibly operated to become, once again, self-sustaining.

We have reached out to neighbors surrounding the Maysonnave House and have added their letters of support in the "NEIGHBORS LETTERS APPENDIX". We look forward to working together on future events. Our proposed hours of use will conform to city policy as well as making sure traffic flows and parking does not adversely affect the neighborhood.

***Requested:***

Confirmation from the City Council that the usage interpretations as presented in this document are in compliance with the aforementioned Lease, the Maysonnave Will and the Grant Proposal and that the League and Friends of Maysonnave are allowed to operate the Maysonnave House and Garden within the scope and intent described in this document as well as within the requirements of the City's ordinances of noise and number of attendees.

Confirmation is sought from the City Council for the use of the Maysonnave House as a community asset by the continued allowance of non-League organizations to utilize its facilities on a overhead reimbursement basis so that it will be both affordable to those other Sonoma organizations as well as providing for the operations and maintenance of the property which they are using.

Confirmation that the League will be able to share its Maysonnave House and Garden with Sonoma residents and with other individuals who desire to have a connection to historic Sonoma through such events. Again, these events would be approached, not from a profit basis, but from the perspective of a site fee which will help pay for the house and garden maintenance and its capital improvements. Sharing the property with the community also supports the goal of raising awareness and appreciation of Sonoma's historic past. It's a simple formula - the more productive the agreed uses, the better the fabric of the house and the structure of the garden can be maintained which, in turn, would [in theory!] attract further interested parties for its use.

*It is a long understood 'preservation' adage that a structure is best preserved by being a structure well used.*

Ethel Daly  
Friends of Maysonnave

Robert Demler  
President, Sonoma League for Historic  
Preservation

*Preserving the Past begins with Preserving the Present!*

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# MUSEUM USE

# APPENDIX

## MUSEUM USE APPENDIX

**MUSEUM NAME:** Haas-Lillenthal House (SF Heritage Museum)

**MUSEUM ADDRESS:** 2007 Franklin St, San Francisco, CA 94109 (btw Washington & Jackson)

**CONTACT NAME:** Heather Kraft (10 years at Museum)

**PHONE NUMBER:** 415 441 3000 X17

**EMAIL:** [hrkraft@sfheritage.org](mailto:hrkraft@sfheritage.org) Website: [www.sfheritage.org](http://www.sfheritage.org)

**DESCRIPTION OF MUSEUM:** Built in 1886 and founded in 1971. Since 1973 the house mission is to preserve and enhance SF architectural & cultural identity. It is the only Victorian Era house museum in SF. In 2012 it became operated by the National Trust for Historic Preservation and is named of one of the 34 National Treasures in America. It holds tours 3 days a week and a "Heritage Program for 3<sup>rd</sup> Graders". It is also home to San Francisco Heritage, a nonprofit architectural and cultural preservation organization.

**WEDDINGS, CELEBRATIONS AND EVENTS:** They hold corporate dinners, retreats, weddings, anniversary parties and other social gatherings at the house. It accommodates 90-100 people. They provide tables and 64 chairs. They have a 1936 magic chef range, 2 ovens and a refrigerator in the historic kitchen. They have an 8 hour maximum. They provide a portable sound system and use of a fireplace and grand piano. In addition, they provide a one-year membership to the San Francisco Heritage. They allow photoshoots and video films.

### **QUESTIONS:**

**1. What percentage of operating/upkeep cost do the events contribute?**

Up to 20 % of total revenue. They also have funds from grants and other income from other properties.

**2. How you market for events?**

"Here comes the guide" and listings on wedding web sites. Google search on key words give them 90% of traffic to their website. They have an electronic PDF brochure which is well received.

**3. How do you charge for events and do you discount to members?**

10% Discount to members and see list of charges for events.

**4. Any city or county oversight on use? Did you need to get permission?**

Need fire department permits and going for "public assembly permit" to allow any event.

**5. Any other comments or information?**

Any caterer needs a basic cook top and/or oven.

## MUSEUM USE APPENDIX

**MUSEUM NAME:** The Old Whaling Station Adobe & Garden

**MUSEUM ADDRESS:** 391 Decatur St, Monterey, CA 93940

**CONTACT NAME:** Susan Aucutt

**PHONE NUMBER:** 831 373 2691

**EMAIL:** admin@JLmontereycounty.org

**DESCRIPTION OF MUSEUM:** Built in 1847, owned by the California State Parks, and leased by the Junior League of Monterey County in 1980. They performed extensive restoration and maintains the building and property. Additionally, the Junior League uses the property as their headquarters. They pay 50% of the costs to maintain the adobe. It is a historic adobe complete with period antiques and furnishings. It is a nationally registered landmark. It is a self-guided museum.

**WEDDINGS, CELEBRATIONS AND EVENTS:** Primary use is for weddings up to 125 guests in the garden and patios and 50 inside the adobe. It has a kitchen with a microwave, conventional ovens and a refrigerator. They provide folding wooden chairs and tables. They require insurance and events must end by 10pm. The event revenue pays for 50% of the costs to maintain the adobe and grounds.

### **QUESTIONS:**

**1. What percentage of operating/upkeep cost do the events contribute?**

Up to 50% of the operating cost. The Junior League of Monterey pays the rest.

**2. How you market for events?**

The website and has an exclusive relationship with local catering company who markets.

**3. How do you charge for events and do you discount to members?**

50% discount for members and nonprofit organizations.

**4. Any city or county oversight on use? Did you need to get permission?**

Only oversight is State Parks. They meet annually and take a tour of the property. The Junior League asks for permission to modify the building. They have a great working relationship.

**5. Any other comments or information?**

Two other historic museums of note: La Mirada just took over an adobe and are restoring it. The Monterey History & Art Museum is also holding events for members and the public.

## MUSEUM USE APPENDIX

**MUSEUM NAME:** Falkirk Cultural Center

**MUSEUM ADDRESS:** 1408 Mission Avenue at "E" St, San Rafael, CA 94901

**CONTACT NAME:** Risa De Ferrari, General Manager

**PHONE NUMBER:** 415 485 3328

**EMAIL:** risa.deferrari@cityofsanrafael.org

**DESCRIPTION OF MUSEUM:** An 1888 Queen Ann Victorian House, owned and operated by the City of San Rafael. Listed on the National List of Historical Places. Open to the public Tues-Fri 1-5pm and Sat 10am-1pm. Closed Sunday and Monday. There is no cost for admission. It is a "Cultural Community Center". It has rotating art exhibits and educational programs. The Master Gardener's manage the grounds and demonstration gardens. Organizations such as Toast Masters and the Poetry Center have meetings at the Center.

**WEDDINGS, CELEBRATIONS AND EVENTS:** It is a primary site for weddings. It has a 125 person capacity. They include changing room, use of grounds, and public parking. Also, it includes 80 chairs and 8 banquet tables. It has different rates for summer and winter season. It charges \$100 per hour Fri-Sunday for events and \$60 per hour for Mon-Thursday events. It has been booked heavily in 2015.

### **QUESTIONS:**

**1. What percentage of operating/upkeep cost do the events contribute?**

They contribute 50% to the costs of the revenue. The City contributes the rest and there is rental income for an in-house nonprofit.

**2. How you market for events?**

Primary through wedding websites ("Here comes the Bride" is the best). It is a fee based site which charges \$1,000 per year. Their marketing budget is \$5,000 per year. They are in YELP, Facebook and Next Door. They get 4-6 events per year from the nonprofit in-house organization.

**3. How do you charge for events and do you discount to members?**

They give a 30-50% discount to nonprofits depending on the event.

**4. Any city or county oversight on use? Did you need to get permission?**

She reports to the Director of Community Services at the City of San Rafael. They meet frequently and discuss staffing and needed expenditures. She is a City Employee and works .7FTE for \$34,000 with benefits. She is the only person that is working exclusively on the Cultural Center.

**5. Any other comments or information?**

They have just recovered from the 2008 downturn. They have difficulties finding funds to capital improvements as the City has many priorities.

## MUSEUM USE APPENDIX

**MUSEUM NAME:** Lynford House

**MUSEUM ADDRESS:** 376 Greenwood Beach Road, Tiburon, CA 94920

**CONTACT NAME:** Moira

**PHONE NUMBER:** 415 389 8069

**EMAIL:**

**DESCRIPTION OF MUSEUM:** The house was built in 1876 and is a Registered Historic Landmark. Period furniture is displayed. It is owned and managed by the Richardson Bay Audubon Center and Sanctuary. It is not open to the public on a regular basis but by request only. It is located on the shores of Richardson Bay. A party rental company has an exclusive and is paid a monthly fee to market and book weddings and meetings at the house and adjacent properties on site. This company just started in August 2015.

**WEDDINGS, CELEBRATIONS AND EVENTS:** The house is used for wedding ceremonies and receptions, business meetings, retreats, memorials and special events. There is a kitchen in the Lynford House but does not provide tables, chairs or linen's and silver. 100% of the fees go toward supporting the conservation and education programs of the Richardson Bay Audubon Center & Sanctuary. Seating maximum capacity is 150 outside, 60 on the terrace and 25 inside the house. Their non-profit rates are 50%. They have two additional properties on site: Rosie's cottage (40 people) and the Blue Classroom (60 people) that are used to meetings.

### **QUESTIONS:**

**1. What percentage of operating/upkeep cost do the events contribute?**

The costs to maintain the property is paid by the Audubon Society. The Events contribute to educational programs at the Center & Sanctuary.

**2. How you market for events?**

Through social media (Facebook & Instagram), public outreach (Chamber of Commerce), wedding planners and advertising on the "Wedding Spot" web site. This is the best source of leads, up 500% from last year. Not many leads are received from the Lynford House website.

**3. How do you charge for events and do you discount to members?**

House fee are \$5,000 for 8 hours for weekends and \$1,500 mid-week, Terrace and Meadow is \$2,000 for 5 hours. Rosie's Cottage and the Blue Classroom is \$750 for 8 hours and \$475 for 5 hours. There is a 50% discount for non-profits.

**4. Any city or county oversight on use? Did you need to get permission?**

Audubon Center does the oversight on use. There is a 9pm end time for events and no amplified music outside as the property is on the water.

**5. Any other comments or information?**

## MUSEUM USE APPENDIX

**MUSEUM NAME:** Los Altos History Museum

**MUSEUM ADDRESS:** 51 South San Antonio Road, Los Altos, CA 94022

**CONTACT NAME:** Mark Perry, Venue Planner

**PHONE NUMBER:** Office: 650 948 9427 X12 or Cell phone: 408 218 2317

**EMAIL:** mperry@losaltoshistory.org

**DESCRIPTION OF MUSEUM:** This is a City owned and operated museum. This craftsman style farmhouse was built in 1905. It is a three-level, 8,200 square foot building. It houses a collection of regionally significant historical artifacts. It is open Thursday through Sunday from noon to 4pm. There is no admission charged for visiting the museum. There are specially led docent tours of the J. Gilbert Smith History House.

**WEDDINGS, CELEBRATIONS AND EVENTS:** All events are held after 4pm after the museum closes or on days when it is not open. They can accommodate 200 guests in the garden and 90 in the gallery. They have a caterer's kitchen and music is allowed until 8pm. Prior to Mark joining the organization 6 years ago there were 12 annual events and last year there was 50. The local community uses the facilities at least 20% of the time for events. The majority of the property use is for wedding celebrations in the garden.

### **QUESTIONS:**

**1. What percentage of operating/upkeep cost do the events contribute?**

65-70% of the operating cost is paid for by events.

**2. How you market for events?**

Online (20%), referrals (50%), advertising (30%) provides leads. "Here Comes the Guide" charges \$2,000 for 2 years and is an excellent source of leads.

**3. How do you charge for events and do you discount to members?**

They do not give any discounts. They charge between \$2,250-\$6,250 depending on the day of the week and area to be used.

**4. Any city or county oversight on use? Did you need to get permission?**

The City provides an annual stipend to operate the house. It pays for approximately 30-35% of the operating costs. There is a rules & regulation document that was agreed on the operation. There is no City oversight on events and Mark is a contractor who is paid by the city to run the operation. There is a dedicated staff paid by the City and from revenues from the use of the property who operates the property.

**5. Any other comments or information?**

Mark suggests getting a full evaluation on local rates and then discount the first 3 years for paying fees in advance. Have a contractor be responsible for the income from events, do not use City or League staff. Buy furniture and provide it for a use fee.

## MUSEUM USE APPENDIX

**MUSEUM NAME:** San Mateo County History Museum

**MUSEUM ADDRESS:** 2200 Broadway, Redwood City, CA 94063

**CONTACT NAME:** Ed Collins

**PHONE NUMBER:** 650 299 0104

**EMAIL:** ed@historysmc.org

**DESCRIPTION OF MUSEUM:** The Museum is located inside the 1910 County Courthouse. It was opened in 1998 and have interactive experience and long term exhibits. They have school, family and adult programs. They have extensive archives: 1500 volume book collection, newspapers, videos, photographs and other memorabilia. They have numerous membership levels with special "member only" events, a newsletter, discounts at the Museum Store and free admission to the museum. They also have Annual Campaigns to raise 40% of the annual budget to operate the museum. They have a large group of volunteers to staff the museum hours (Tuesday-Sunday 10 am to 4pm). They charge admission (\$6 adults, \$4 seniors and Students and Free for children under 5). It is located downtown and parking is on the street or in parking lots.

**WEDDINGS, CELEBRATIONS AND EVENTS:** Events are held in 3 areas of the Museum (Atkinson Room, Courtroom A, and the Rotunda). They can accommodate up to 200 guests. They have a catering kitchen. The Atkinson Room is 709 square feet and accommodate 40 seats, Courtroom A is 3,260 square feet and accommodates 84 seats. The Rotunda can be used in many ways. They charge for table use (maximum capacity 170), security service and janitorial service. The prices range from \$3,995 for the entire Courthouse for 4-8 hours to \$275 per hour for the Atkinson meeting room.

### **QUESTIONS:**

**1. What percentage of operating/upkeep cost do the events contribute?**

Weddings and celebrations contribute 10% of the total income to operate the museum.

**2. How you market for events?**

Through Caterers, Photographers and Event Planners. Also, through the Museum website and through referrals.

**3. How do you charge for events and do you discount to members?**

There is a 10% discount for museum members.

**4. Any city or county oversight on use? Did you need to get permission?**

This museum is run by the San Mateo County Historical Association. They also deal with issues of historic preservation across the county. They also operate the Sanchez Adobe and Woodside Store.

**5. Any other comments or information?**

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# FINANCIAL APPENDIX

## FINANCIAL NARRATIVE

In the Financial Appendix there are 2 documents which need some further explanation.

The first document is the "MAYSONNAVE HOUSE PROPOSED EVENT" Schedule for 2016. This reflects the proposed annual events and event revenue. While this is a schedule for 2016 we forecast it will take 18 months to realize the revenue. In our discussions with other Historic House Museums we have learned that people book weddings 15-18 months in advance. We would beginning our outreach program in the second quarter of 2016 and would expect that the revenue would be received during the first half of 2017 as well as during 2016. The events listed as Non-League events would be private events held by League Members as well as by Non-League Members.

We would survey other venues in the City and County for their fee schedule and work with Event Planners to determine the final Fee Schedule as well as the Event Contract that would be used. The Projected Event Fee Revenue would be re validated against the attached spreadsheet. In addition, we may adjust down the number of events if we find that the event fees increase.

The second document is the "2015 MAYSONNAVE HOUSE P & L", which is used for expense projections for 2016/17. The total expense of nearly \$13,000.00 is lower than 2014 as the house was not maintained at the same level. The approximately \$3,000.00 of Revenue was primarily achieved from Community and League Member Events. The League paid nearly \$10,000 for the expenses that exceeded revenue.

With this information in mind we projected 2016 operating expenses at a 20% increase which would be \$15,600.00. The increase would be used to activate the alarm, PGE and water cost increases, cleaning expenses and garden maintenance. In addition, we estimate we would need \$15,000 per year for Capital Maintenance to make repairs to the property.

Therefore, we need a projection for 18 months of revenue and expenses. The revenue would be \$21,650.00 as proposed. The expenses would be 1 ½ times (18 months) the annual projected cost of operating cost and capital maintenance of \$30,600.00. This would be \$45,900.00.

The Event revenue would be approximately 47% of the total cost of operating the house for 18 months for 2016 and the first half of 2017. We will continue to refine the numbers and meet with the City Manager to discuss any changes needed.

SONOMA LEAGUE FOR HISTORIC PRESERVATION  
MAYSONNAVE HOUSE PROPOSED EVENTS 2016

EVENT TYPE	PROJECTED ANNUAL EVENTS NUMBER	PROJECTED EVENT FEE	PROJECTED GROSS REVENUE*
<b>LEAGUE EVENTS</b>			
Lectures - 20 people per lecture @ \$10.00 each	4	\$200.00	\$800.00
<b>NON-LEAGUE EVENTS</b>			
Community-sponsored events	3	\$300.00	\$900.00
Celebrations	5	\$400.00	\$2,000.00
Small reunions	3	\$500.00	\$1,500.00
Weddings	12	\$1,000.00	\$12,000.00
Sm Meetings - \$30/hr, 2 hr min	10	\$240.00	\$2,400.00
Lg Meetings - \$50/hr, 2 hr min	2	\$400.00	\$800.00
<b>CITY APPROVED EVENTS</b>			
Film Festival - \$250/day - 5 day rental	1	\$1,250.00	\$1,250.00
<b>TOTAL</b>			<b>\$21,650.00</b>

LEAGUE MEMBERS & NON-PROFIT ORGANIZATIONS RECEIVE 20% DISCOUNT ON EVENT FEES

\*PROJECTED GROSS REVENUE IS TO BE REALIZED OVER AN 18 MONTH PERIOD AS MARKETING WILL NOT BEGIN UNTIL Q2 2016

THERE IS A \$15,000 PER YEAR CAPITAL MAINTENANCE BUDGET TO DO REPAIRS TO PROPERTY

	<u>Maysonnave</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Heritage Center Rental	3,200.00
Event Refund	-80.00
<b>Total Income</b>	<u>3,120.00</u>
<b>Expense</b>	
<b>Event Expenses</b>	
Event Supplies	31.29
<b>Total Event Expenses</b>	31.29
<b>Fees &amp; Permits</b>	0.00
<b>Insurance</b>	
Property/Commercial	1,322.39
<b>Total Insurance</b>	1,322.39
<b>Office Expense</b>	35.29
<b>Other Supplies</b>	62.23
Cleaning	656.71
Garden Supplies	256.43
Gardening & Landscape	2,535.00
Repairs	398.09
Supplies	747.56
<b>Total Repairs &amp; Maintenance</b>	<u>4,593.79</u>
<b>Security</b>	279.00
<b>Taxes</b>	
Taxes Property	890.00
<b>Total Taxes</b>	890.00
<b>Telephone/Internet</b>	261.26
<b>Utilities</b>	
Disposal	172.68
PG&E	562.35
Water/Sewer	3,354.37
County Sewer Fee	1,257.50
<b>Total Utilities</b>	<u>5,346.90</u>
<b>Total Expense</b>	<u>12,822.15</u>
<b>Net Ordinary Income</b>	<u>-9,702.15</u>
<b>Net Income</b>	<u><u>-9,702.15</u></u>

**NEIGHBORS  
LETTERS  
APPENDIX**



# Bungalows 313

November 25, 2015

Dear Members of SLHP,

As the new owners of the Bungalows 313, we thank you for the warm neighborly welcome, and we are very interested to work with the League. We recognize how we could both benefit in engaging our various services and sites for those who wish to have either a wedding or special occasion events at the Maysonnave House at 291 First Street East.

We see the opportunity for cross marketing and would appreciate being on your list for places to stay. Promoting these opportunities also will benefit the City of Sonoma as a destination for events and local businesses on the Plaza.

We look forward to having a valuable relationship with you as our neighbor.

Sincerely,

Minette & Isac T. Gutfreund

**Janet Bennett**

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**From:** weinberg@cottageinnandspa.com  
**Sent:** Friday, November 20, 2015 10:56 AM  
**To:** Janet Bennett  
**Subject:** Maysonnave House event request

Hi Janet,

Thank you for your time this morning.

As we discussed, I support the idea of Maysonnave House hosting occasional events. I like the idea of one of Sonoma's more historical buildings having the opportunity to host events.

I am happy to share your event offerings through our social media and marketing channels. In return, it would be appreciated if your event hosts were informed of the Cottage Inn & Spa.

I expect events to be run in accordance with city noise rules and hope traffic and parking can be managed in order to provide our guests and neighbors with convenient parking options.

Please let me know if I can be of any assistance. Best of luck.

Zac

COTTAGE INN & SPA  
[www.cottageinnandspa.com](http://www.cottageinnandspa.com)  
(707) 996-0719  
310 First Street East  
Sonoma, CA 95476

EXECUTIVE DIRECTOR  
Cynthia Scarborough

November 9, 2015

Janet Bennett  
Property Manager  
Maysonave House  
241 First St. East  
Sonoma, CA 95476

Dear Janet,

I am glad that we had a chance to meet one another and to discuss how best to pool our resources to facilitate rentals at your facility.

We are interested in working with you to have your guests use our parking lot when Vintage House does not have a scheduled event. Fees for use or an exchange of use at your facility are options that still need to be decided.

I look forward to continuing our discussions to find a mutually desirable solution for both of our needs.

Sincerely,



Linda Gavron  
Operations & Rental Manager

MAYSONNAVE RESIDENCE LEASE AGREEMENT

THIS LEASE is executed at Sonoma, California, on January 16, 2001 by and between the CITY OF SONOMA, a municipal corporation ("CITY"), and the SONOMA LEAGUE FOR HISTORIC PRESERVATION, a California non-profit corporation ("TENANT").

1. CITY hereby leases to TENANT and TENANT leases from CITY, on the terms and conditions hereinafter set forth, those certain premises situated in the CITY OF SONOMA, State of California, described as the Henri Maysonnave House located at 291 First Street East, Sonoma being a 1,350 square foot three bedroom house (referred to as "the Premises" herein). The Premises shall include the house and surrounding areas as shown on map which shall be Exhibit A, including the lot south of the existing house. TENANT shall be entitled to gain access to the Premises from any existing driveway leading to the house or from any public walkway or sidewalk.
2. The term of this Lease shall be for twenty-five (25) years, commencing upon the date the agreement is executed by CITY and TENANT. Tenant is hereby granted an option to extend the term hereof by two additional five year periods, by giving notice to CITY of its intent to do so, said notice given to CITY during the last year of each term. Said notice shall be effective so long as TENANT is not in default of any provision of this Lease at the time of giving such notice.
3. TENANT shall pay rent to the CITY OF SONOMA in the sum of \$1.00 each year, payable by January 1, as consideration for the use of the Premises herein described.
4. The Premises are leased to TENANT for the purpose of establishing and maintaining a museum and a research library, open to the public during established office hours. Other uses customarily associated with museums such as offices, meetings, and social events are also permitted. TENANT shall not use, or permit the Premises, or any part thereof to be used, for any purpose or purposes other than the purpose or purposes for which the Premises are hereby leased.
5. TENANT shall not make, or suffer to be made, any alterations of the Premises, or any part thereof, without the written consent of the CITY. This provision allows TENANT to change inside display rooms by

the use of moveable furnishings and to make non-structural modifications to the interior of the structure without prior consent.

6. TENANT shall pay for all water, gas, sewer, electricity, telephone service, and all other service supplied to the Premises. If property taxes are assessed, only taxes on the structure and its contents will be passed through to the tenant.

7. TENANT shall not vacate or abandon the Premises at any time during the term, and if TENANT shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to TENANT and left on the Premises shall be deemed to be abandoned, at the option of the CITY, except such property as may be secured by a third party.

8. a. TENANT shall, at its sole cost, keep and maintain the interior and the exterior of the Premises, together with exterior walkways, site utilities and exterior appurtenances and landscaping of the premises, and any permitted alteration or exterior sign, in good and sanitary order, condition and repair.

b. CITY and TENANT understand that the premises are in need of upgrading, repair and maintenance to make it available for the intended purposes of this Lease. TENANT agrees to perform any and all repair and maintenance required to make it available for its intended uses under this Lease and such repairs and maintenance as is reasonably required by CITY's Building Official to bring the building into compliance with local, state and federal building and accessibility codes and laws as they might and do apply to the use, maintenance and operation of the house for the purposes of this Lease. TENANT agrees to perform such work prior to occupying the Premises for the purposes of this Lease.

9. Subject to the understanding that the Maysonnave House is currently in need of upgrading, maintenance and repair as described in paragraph 8.b. above, by entry hereunder, TENANT accepts the Premises as is. TENANT agrees on the last day of said term, or sooner termination of this lease, to surrender unto CITY all and singular Premises with said appurtenances in the same condition as when restored, reasonable use and wear thereof and damage by fire, Act of God, or by the elements excepted, and to remove all of TENANT's historical material from the Premises.

10. TENANT, as a material part of the consideration to be rendered to CITY, hereby waives all claims against CITY for damages to goods, wares, merchandise, and historical artifacts in, upon or about the Premises and for injuries to TENANT, its agents or third persons in or about the Premises from any cause arising at any time, unless such damage is the proximate result of a negligent or intentional act of the CITY, its agents or employees. TENANT will hold CITY exempt and harmless from any damage or injury to any person, or to the goods, wares, merchandise and historical artifacts of any person, arising from the use of the Premises by TENANT, or from the failure of TENANT to keep the Premises in good condition and repair, as herein provided.

11. TENANT agrees at all times during the term of this Lease to keep, at TENANT's sole expense, all of the personal property that may be in or on the leased Premises insured against loss or damage by fire, theft, vandalism, and any other peril included within fire and extended coverage. CITY agrees at all times during the term of this Lease to insure the museum building against loss by fire, earthquakes, and any other Acts of God for which other City buildings are insured.

12. TENANT further agrees to take out and keep in force during the life hereof at TENANT's expense public liability insurance in companies recognized by CITY's insurance carrier to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about the Premises, the liability under such insurance to be not less than FIVE HUNDRED THOUSAND DOLLARS AND NO/100 (\$500,000.00) for any one person injured, or ONE MILLION DOLLARS AND NO/100 (\$1,000,000.00) for any one accident or TWENTY FIVE THOUSAND DOLLARS AND NO/100 (\$25,000.00) for property damage. TENANT shall cause the CITY to be named as an additional insured on such policy or policies and to have copies of such policies delivered to the CITY, containing the endorsement or agreement of the insuring company(ies) that such policies will not be canceled or modified without prior written notice to the CITY at least ten (10) days in advance.

13. TENANT shall permit CITY and its agents to enter into and upon the Premises at all reasonable times, after prior request to TENANT's Board of Directors for the purpose of inspecting the same.

14. TENANT shall not assign this Lease, or any interest therein, and shall not sublet the Premises, or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the written consent of the CITY. Consent shall not be unreasonably withheld.

15. TENANT will staff the Premises at no cost to CITY, and will maintain and post its scheduled hours of operation. At CITY request and upon prior arrangement, TENANT will provide staff to open the building during non-office hours so that the Premises can be shown to visiting dignitaries, school children, etc., at no charge or cost to CITY.

16. Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. No waiver by either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties. Termination for cause may be made upon ten (10) days written notice to TENANT.

17. Default and Termination:

A. The occurrence of any one or more of the following events shall constitute a material default, breach of this Lease, and good cause to terminate the Lease:

(i) The vacating or closure (without mutual agreement) for more than sixty (60) consecutive days or the abandonment of the Premises by TENANT, other than closure due to fire, earthquake, or Acts of God.

(ii) The failure by TENANT to make any payment of rent or other financial obligations (stated elsewhere in lease), as and when due;

(iii) The failure by TENANT to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by TENANT, where such failure shall continue for a period of ten (10) days after written notice thereof by CITY to TENANT; provided, however, that if the nature of the default is such that it cannot reasonably be cured within such (10) day period, TENANT shall not be in default hereunder if it shall within such period of time commence such and thereafter diligently

prosecute the same to completion;

(iv) The making of TENANT of any general assignment or general arrangement for the benefit of creditors; or the filing by or against TENANT of a petition to have TENANT adjudged bankrupt, or a petition for reorganization or arrangement under any law, now existing or hereafter amended or enacted, relating to bankruptcy or insolvency (unless, in the case of an involuntary petition filed against TENANT, that TENANT has not consented to, or admitted the material allegation of said petition and the same is dismissed within thirty (30) days); or the appointment of a trustee or a receiver (other than in a bankruptcy or insolvency proceeding) to take possession of substantially all of TENANT's assets located at the Premises or of TENANT's interest in this Lease, where possession is not restored to TENANT within thirty (30) days.

- B. In the event of any such material default or breach by TENANT, CITY may, at any time thereafter, with ten (10) days written notice to TENANT demand and without limiting CITY in the exercise of any right or remedy which CITY may have hereunder, or otherwise at law or in equity by reason of such default or breach, terminate the TENANT's right to possession of the Premises by notice to TENANT or any other lawful means, in which case this Lease shall terminate and TENANT shall immediately surrender possession of the Premises to CITY. In such event CITY shall be entitled to recover from TENANT all sums due and owing under this Lease as of the date of TENANT's default and all damages incurred by CITY by reason of TENANT's default.
- C. In the event of termination of this lease by the City for reasons other than breach or default, the City will reimburse the tenant for all costs of restoration at the amortized value of the improvements at the time of termination. Such reason specifically shall be the City's intended use of the building for museum or park purposes. In that event, the TENANT shall be given 24 months notice to vacate and find other suitable premises. The term may be shorter only if the TENANT chooses to vacate sooner.

18. Notwithstanding any other provision of this Lease, TENANT may terminate this Lease without cause, by the giving of one hundred eighty (180) days written notice of an intent to terminate. The term may be shorter by mutual agreement.

19. Upon termination of this Lease for any reason TENANT shall be allowed forty-five (45) days after termination to remove all property belonging to TENANT, or in their care and possession other than those owned by CITY.

20. Nothing contained in this Lease shall be construed as making CITY and TENANT joint venturers or partners.

21. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, legal representatives and assigns of the parties hereto.

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

23. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way effect, impair, or invalidate any other provision hereof and all such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this agreement.

TENANT

By:

Its:

Dated:

Marybelle Hartman  
President  
Jan 16, 2001

CITY

By:

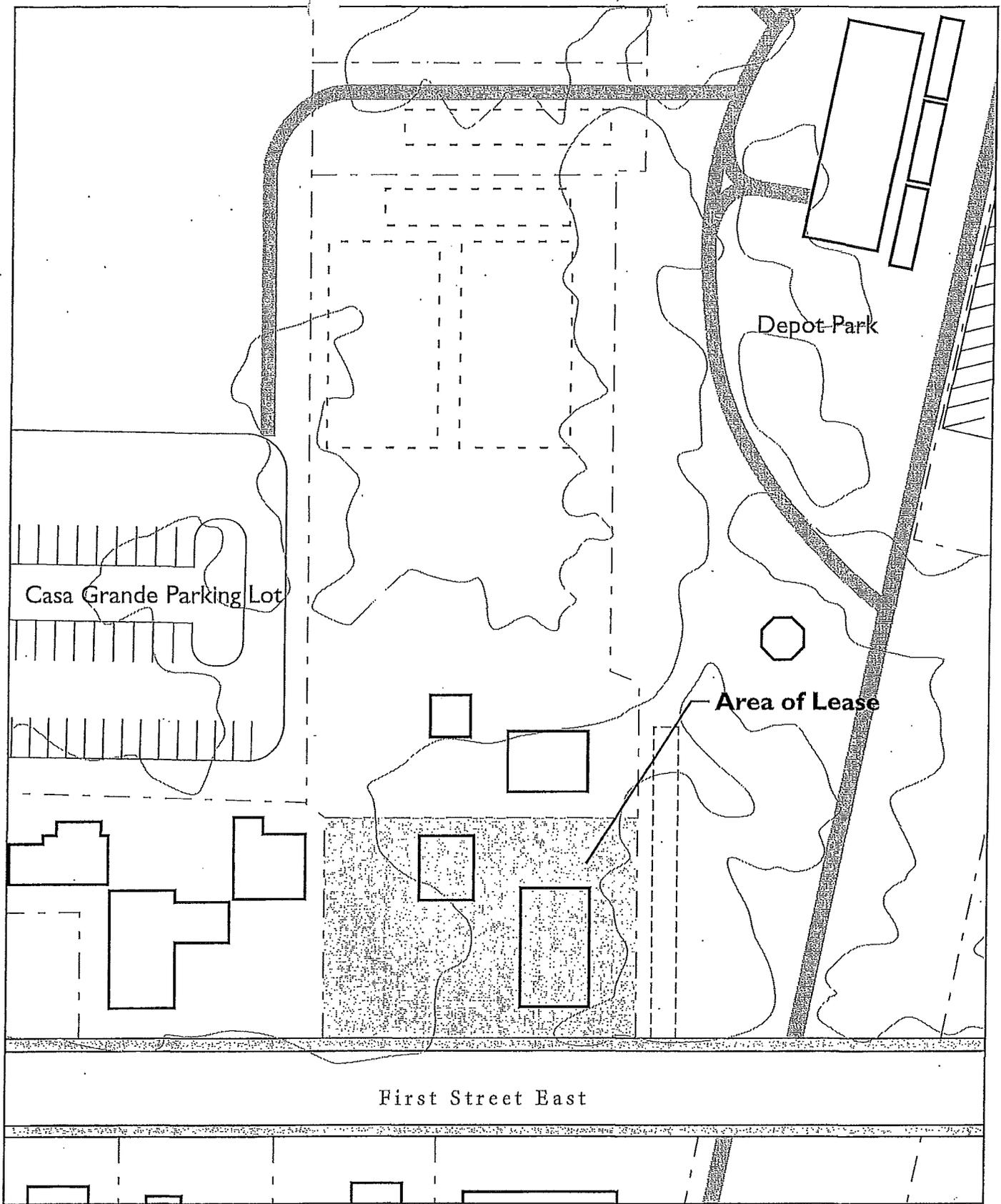
Pamela Gibson  
City Manager

Dated: Jan. 26, 2001

Attest:

City Clerk

Pamela Gibson  
Sandra Fleming



**Exhibit "A"**

Maysonnave Lease  
291 First Street East  
A.P.N. 018-131-006

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**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 7C

Meeting Date: 02/01/2016

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**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

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**Agenda Item Title**

Discussion, Consideration and Possible Action to Review the Sonoma Community Fund Grant Program as Presented by the City Manager

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**Summary**

The Sonoma City Council, through its adoption of the 2015-16 Council Goals, directed the creation of a Sonoma Community Fund equal to 1.5% of General Fund Tax Revenue sources to provide grants for nonprofit community service organizations. In the FY 2015-16 Budget, the total funding for the Community Fund totaled \$188,000 which was allocated to fund the Tier 1 programs in their final year of guaranteed funding under the former Recreation Funding Policy. Beginning in FY 2016-17, new Community Funding competitive grant guidelines will be adopted and followed open to all non-profit agencies in Sonoma. It is the Council's intention to distribute the designated funds available to a wider span of agencies to benefit the greater good. While it is understood that there may not be sufficient dollars to fund all agencies and requests, the format of this grant program will allow reconsideration each year for funding of local organizations and give greater opportunity to all applicants.

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**Recommended Council Action**

Direction to staff to prepare Sonoma Community Fund program documents.

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**Alternative Actions**

Council discretion.

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**Financial Impact**

1.5% of General Fund Revenues dedicated to the Sonoma Community Fund (est. \$190,000) to be budgeted in the FY 2016-17 operating budget

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**Environmental Review**

**Status**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

- Approved/Certified
  - No Action Required
  - Action Requested
- 

**Attachments:**

Proposed Grant Outline

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**Alignment with Council Goals:**

**PUBLIC SERVICE & COMMUNITY RESOURCES:** Create a Sonoma Community Fund equal to 1.5% of General Fund Tax Revenue sources to provide as funding opportunities for nonprofit organizations (including former designated "Tier 1") and small grants to community service organizations.

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**cc:**

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# CITY OF SONOMA COMMUNITY FUND GRANT PROGRAM GUIDELINES (DRAFT)

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## **BACKGROUND**

The Sonoma City Council, through its adoption of the FY 2015-16 Council Goals, directed the creation of a Sonoma Community Fund equal to 1.5% of designated General Fund Tax Revenue sources to provide grants for nonprofit community service organizations. In the FY 2015-16 Budget, the total funding for the Community Fund totaled \$188,000 which was allocated to fund the Tier 1 programs in their final year of guaranteed funding under the former Recreation Funding Policy. Beginning in FY 2016-17, new Community Funding competitive grant guidelines will be in effect and open to all non-profit agencies serving Sonoma. It is the Council's intention to distribute the Community Grant funds to a wider span of agencies to benefit the greater good. While it is understood that there may not be sufficient dollars to fund all agencies and requests, the format of this grant program will allow reconsideration each year for funding of local organizations and give greater opportunity to all applicants.

### **City Manager Narrative:**

*The total amount of grant funding will vary from year to year based on budget calculations: The calculation is based on 1.5% of total projected General Fund Tax Revenue from specific designated sources which include: Property tax-Secured, Property Tax-Unsecured, Property Tax-Supplemental, Property Tax-HOPTR, Property Tax-County Collection, ERAF (State Transfer), Sales/Use Tax, VLF Swap, Measure J-Local Sales Tax, TOT, Franchise Tax, Business License Tax and Property Transfer Tax. The amount will be approved annually through the adoption of the budget.*

## **PURPOSE**

Recognizing the important services provided by all community-based non-profit organizations, the City of Sonoma is establishing a spectrum of grants to help fund community programs and projects. The purpose of the Community Fund Grant Program is to provide a variety of cash contributions to qualified non-profit organizations that demonstrate a strong ability to provide beneficial services to Sonoma residents with a priority given to programs that focus on:

- **Youth, Adult or Senior Activities**
- **Community Engagement & Civic Activities**
- **Cultural & Arts**
- **Environment & Green Initiatives**

\*\*Priority areas may be reviewed, updated or ratified annually during Council Goal-Setting process.

Other requests for programs that address needs outside these core areas may be considered on a case-by-case basis, as funding allows.

**City Manager Narrative:**

*I have included 4 potential topic areas that grantees will focus efforts on. These are not 'set in stone' and will be decided by the Council; these are merely suggestions for discussion. This concept may be helpful in keeping the grants grouped into core areas that align with your Council Goals. You will also note that these priorities may be changed annually during Council Goal-setting.*

**FUNDING LEVELS (Two options provided for consideration)**

Council to determine which program design is preferred. Each option relates to a thought/idea garnered from your Council goals discussion. Option 1/1A promotes collaboration/synergy; Option 2 promotes matching grants.

**(Option 1)** To provide the maximum distribution and opportunity, grants will be capped at maximum amount of **\$25,000** per program or project although some projects may be funded at a lesser amount. No applicant shall receive more than one Community Fund Grant in any fiscal year unless two or more organizations collaborate on one project as defined below:

Collaboration: Two or more non-profits share resources and have joint responsibility for managing and carrying out the proposed project. In such a case, one participating nonprofit needs to be identified as the Lead Agency, and is responsible for the financial management of the grant funds. A maximum of \$50,000 may be granted to collaborating agency programs.

**Option 1-A:** A maximum of 90% of the funding will be distributed under Option 1. The remaining 10% of funding will remain as a set-aside for distribution by Council to be used to support special events or other smaller special purpose grants throughout the year.

**City Manager Narrative – Option 1 & 1-A:**

**OPTION 1:** *The main idea here is that a maximum cap of \$25,000 per program or project be set. My reasoning for this is two-fold. First, generally the total funding is going to be around \$190,000-\$200,000. If you don't set a cap, then potentially you could find that larger non-profit agency grant applications may consume most of the grant funding. Secondly, it opens the opportunities for funding and promotes collaboration/ synergy as you will note that if there is a joint project between two agencies the maximum increases to \$50,000.*

**OPTION 1-A:** *Provides that only 90% of the total dollars are allotted to be distributed under OPTION 1 and creates a set-aside amount (10%) which will give the Council General Purpose Funding throughout the year which may be used to support special events or smaller special purpose grants. This could be used instead of "waiving Plaza fees". Caveat: If an organization receives a Community Fund Grant for an activity, they would not be eligible to come back for any funds under this set-aside as that would constitute 2 grants.*

**NOTE: OPTION 1/1-A potentially provides the greatest distribution to the maximum number of agencies.**

**(Option 2)** To provide a range of opportunities for non-profit organizations, grants will be awarded based on separate program levels. Suggested distribution as follows:

- LEVEL 1: 4 @ \$25,000 (Matching Grants)
- LEVEL 2: 4 @ \$10,000 (Matching Grants)
- LEVEL 3: 6 @ \$ 5,000 (No Matching Grant Required)
- LEVEL 4: General Purpose Funding (balance of remaining funding): General Purpose lump sum will remain as a set-aside for distribution by Council to be used to support special events or other smaller special purpose grants throughout the year.

**City Manager Narrative – Option 2:**

*OPTION 2: This second option provides a more structured approach for grants and divides up the funding and every organization gets equal treatment. This creates a bit more internal management, but also adds the component of requiring a Matching Grant, so there is some investment by the non-profit organization. City would require a Board Resolution (or other form acceptable to the City) to reflect that matching funding has been secured or set-aside. Matching Grant cannot come from other City program (such as TID Grant fund).*

*Option 2 also includes a General Purpose Funding (Level 4) component as described in Option 1-A. Caveat: If an organization receives a Community Fund Grant for an activity, they would not be eligible to come back for any funds under this set-aside as that would constitute 2 grants.*

**Funding Level Options 1 & 2**

**Comment:** Some general thoughts on these two options. Do you like the maximum cap? Is \$25,000 too high? The amount can be determined in Council session when agendaized but caution that there are total limited funds.

**ELIGIBILITY & CRITERIA**

Eligibility requirements

Support is limited to valid tax exempt 501(c)(3) non-profit charitable organizations which have been operating for at least two years and serve the needs of City of Sonoma residents. Charitable organizations which serve both City and Sonoma Valley residents must provide documentation that over 60% of beneficiaries of services reside in the City of Sonoma. Grant recipients must expend 100% of funds awarded by the City within the same fiscal year they are received. **Organizations will not be eligible to receive funding for programs or projects for more than two consecutive fiscal years.** Organizations may return to request funding after a one-year break from funding. The community Fund is meant to augment funding and not be an operational or on-going funding source for any one program or project.

**City Manager Narrative:**

Eligibility Requirements: Recommend that the nonprofit must have been operational for at least 2 years. This requirement is common in many grants I researched to assure that the organization is well-

*established. I have included wording that organizations are not eligible to receive funding for more than two consecutive fiscal years and there must be at least a one-year break in funding cycles. This was in the former Community Activity Grant policy so that the funding would not become on-going operational funding for the non-profit or that they would become dependent upon the City for funding. Again, I found this is many other grant applications.*

**Comments: Agree or disagree with placing this 2-year cap on receiving funding? Do you want to set an operational requirement of 2-years or leave it open for any organization to apply?**

#### Ineligible Grantees

Community Fund Grants will not be made to the following:

- A. Individuals or organizations whose activities benefit an individual
- B. Religious organizations for the support or maintenance of religious causes
- C. Other governmental agencies
- D. Civic and business leagues, chambers of commerce, trade associations, social clubs, fraternal societies, and other organizations not deemed "charitable organizations" by the Federal Government
- E. Private clubs or private interest groups
- F. Political organizations
- G. Agencies which already receive more than 10% of their annual budget from the City of Sonoma

#### Ineligible Grant Activities/Uses

Grants may not be used for:

- A. General operating expenses
- B. On-going personnel/employee expenses to augment current operations
- C. Debt reduction or operational deficits
- D. Endowment funding
- E. Partisan, legislative, or political activity
- F. Fundraising drives, activities, or events
- G. General capital campaigns unrelated to a specific project

#### Process for Evaluating Proposals

The following criteria will be considered when evaluating proposals:

- A. Grant funds are meant to benefit the general citizenry of Sonoma/Sonoma Valley.
- B. Programs and services must be available to significant segments of the public either as participants, audience members or as direct recipients of services.
- C. Grant funds may not be the sole source of contributed income for an organization's annual operating budget.
- D. City Council reserves the right to assign a purpose to the funds or restrict the funds from certain uses.
- E. Grants to organizations with a broader constituency than residents of the City of Sonoma may not be greater than the proportion of city to non-city residents who benefit from the service (i.e., if 60% of program beneficiaries are city residents, not more than 60% of the cost of the program can be funded by a Community Fund Grant).

- F. Grant requests must be submitted on designated Community Grant Application forms. Substitutes will not be accepted.
- G. All documents must be submitted at time of application. Incomplete grant applications will not be reviewed.
- H. **NO ATTACHMENTS:** To maintain comparability and consistency, no additional information such as videos, brochures, letters of recommendation or other printed materials should be included with grant requests. All information submitted other than that which is specifically listed above will be removed and destroyed.
- I. Grant materials will not be returned to the applicant for copied for applicant.

Grant Application Period and Award

Grant application period will be opened on March 15th of each year for a period of 45 days. Completed application forms will be evaluated and ranked for funding on or before June 1<sup>st</sup>. Method of evaluating grant applications to be determined (see **Options for Awarding Grants** below). Funds will be allocated during the City's budget adoption. Funds will become available July 1<sup>st</sup>.

**City Manager Narrative:**

*Options for Awarding Grants: Evaluating the grant proposals can potentially be overwhelming depending upon the number of applications received. In the prior Community Activity Funding Grants, the Council allowed every organization the opportunity to make a presentation in front of Council in open session and awarded grants based on Council ranking. It was a long difficult process with some organizations leaving dissatisfied with the outcome or receiving no funding. The City received upwards of 30 applications. The following are possible options for the evaluation process:*

- (1) Appoint a Council Sub-Committee augmented by Staff members to review applications and make a recommendation on funding.*
- (2) Council could consider doing this same process as previously utilized and have open presentations and award the grants in open session.*
- (3) City staff committee review and recommend applications to be funded (process utilized at Town of Windsor).*

**Other Matters**

- The City reserves the right to pay grants in a single installment or in "draws" at its sole discretion.
- The City requires that all successful applicants obtain three bids for any equipment or capital purchases exceeding \$1,000.
- The City requires that all grants be closed out within one year of the receipt of funds. Funds must be spent by June 30th (close of the fiscal year) unless a grant extension is approved by Council which shall not exceed 90 days.
- The City requires a post grant completion report be submitted.
- The City reserves the right to conduct an independent audit of grant expenditures up to four years following completion. The grantee agrees to provide the information necessary to complete such an audit. Failure to submit requested information in a timely fashion may obligate the grantee to refund the grant.
- At any given time organizations can only have one open competitive grant with the Community Fund unless they are a collaborating agency.

- The use of grant funds for purposes not pre-approved by the Fund or not supported through required documentation will result in a request that those grant funds be returned to the City. The failure of an applicant to properly close out a grant will be a factor when considering new grants.
- All agencies receiving grant funds must maintain a valid 501c3 non-profit status and be current with all State 990 tax report filings. The most recent two years of 990 reports will be required to be filed with grant application.

#####

**NEXT STEPS:**

**COUNCIL DIRECTION:** Council should direct staff on open issues contained in Guidelines including:

- 1) Creating Purpose Areas (4 Topics for funding); Does Council wish to include focus areas and if so are the proposed areas correct for 2016-17?
- 2) Which of the Funding Options 1 or 2 (or hybrid of options) meets the Council's vision?
- 3) Does the Council support placing cap on funding @ \$25,000?
- 4) Do you want to set an operational requirement of 2-years or leave it open for any organization to apply?
- 5) Any additional areas of ineligibility that should be added?
- 6) What process does Council wish to undertake for award of grants?

**FINAL GUIDELINES:** Once the Council has given final direction on the Guidelines, staff will update and begin preparing an application packet.

**APPLICATION PROCESS:** The application format and process will be determined by staff and is not included as part of the agenda presentation. Once the final program is set, the application forms will be prepared.



**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 7D

Meeting Date: 02/01/2016

<b>Department</b> Administration	<b>Staff Contact</b> Carol E. Giovanatto, City Manager
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**Agenda Item Title**

Discussion, Consideration and Possible Action to Approve Addendum No. 1 to the City Prosecutors Agreement to Initiate a New Code Enforcement Program

**Summary**

The issue of an increased Code Enforcement Program has been in the forefront of discussions over the past year as a part of larger issues of bringing commercial businesses and residents into compliance with existing and proposed regulations. This is becoming a more extensive responsibility involving not only the identification of a potential violation but including the investigation, enforcement and resolution of these matters. Currently, code enforcement responsibilities are divided among several City departments, depending on the nature of the violation. The current outcome is that the process can be slow, inconsistent, and sometimes frustrating, all of which undermines citizen confidence in the ability of the City to adequately enforce the rules that it adopts. To address these issues, staff took a realistic view of how to efficiently and effectively approach the problem while creating a system that is not overly heavy-handed. To that end, staff initiated discussions with the City Prosecutor's office to expand the existing base contract to include the creation of a half-time contract position, managed by the City Prosecutor's office, focused on code enforcement. Placing the position under the City Prosecutor provides maximum flexibility in addressing violations and maximum coordination in preparing filings for enforcement.

**Recommended Council Action**

Approve Addendum No. 1 to City Prosecutor's Agreement.

**Alternative Actions**

Do not approve Addendum; request additional information.

**Financial Impact**

The City Prosecutor's office will be paid a retainer fee of \$5,200 per month for the Code Enforcement Program for an annual not to exceed fee of \$62,400. A mid-year budget amendment will be required to fund this position for the remainder of the fiscal year. It is anticipated that some fee recovery will off-set this cost.

**Environmental Review**

**Status**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

- Approved/Certified
- No Action Required
- Action Requested

**Attachments:**

1. Supplemental Report
2. Resolution w/Addendum No. 1

**Alignment with Council Goals:**

**FISCAL MANAGEMENT:** Provide for effective and efficient management of local taxpayers' dollars; apply prudent internal policies and practices to assure the most cost-effective methods are utilized; be wise with our resources.

## SUPPLEMENTAL REPORT

### Discussion, Consideration and Possible Action to Approve Addendum No. 1 to the City Prosecutors Agreement to Initiate a New Code Enforcement Program

*For the Council Meeting of February 1, 2016*

The issue of an increased Code Enforcement Program has been in the forefront of discussions over the past year as a part of larger issues of bringing commercial businesses and residents into compliance with existing and proposed regulations. This is becoming a more extensive responsibility involving not only the identification of a potential violation but including the investigation, enforcement and resolution of these matters. Currently, code enforcement responsibilities are divided among several City departments, depending on the nature of the violation and it is fully evident that the existing approach is not adequate based on the following:

- Over the years, the City Council has adopted an increasing number of quality of life regulations in response to resident concerns. However, there has not been accompanying increase in resources to address enforcement requirements associated with these rules. Examples include restrictions on leaf-blowers, vacation rental regulations, tobacco retailer licensing, and noise abatement.
- At the same time, planning and building activity has increased. Because staff is limited and managing applications and projects is typically a higher priority than code enforcement, investigating complaints and addressing violations is often slow and inconsistent and a backlog has developed with respect to enforcement investigations.
- The City has an adopted an administrative abatement process allowing it to address code violations outside of the court system, which results in a more streamlined and less costly process. However, preparing the necessary documentation is still extremely staff-intensive and time-consuming and is often delayed due to workload.

The current outcome is that the process can be slow, inconsistent, and sometimes frustrating, all of which undermines citizen confidence in the ability of the City to adequately enforce the rules that it adopts. To address these issues, staff took a realistic view of how to efficiently and effectively approach the problem while creating a system that is not overly heavy-handed. To that end, staff initiated discussions with the City Prosecutors office to expand the existing base contract to include the creation of a half-time contract position, managed by the City Prosecutor's office, focused on code enforcement. Placing the position under the City Prosecutor provides maximum flexibility in addressing violations and maximum coordination in preparing filings for enforcement. This position will work directly under the City Prosecutor and should any violation escalate, will be immediately handled through the Court system. The Code Enforcement officer will be sited at the Police Department with a designated phone line/voicemail and email contact address.

To implement this program, staff has prepared an addendum to the City Prosecutor's Agreement. A summary of the addendum is as follows:

- A. Provide personnel to effectively enforce the Code Enforcement Program at a minimum of 24 hours per week. Code Enforcement personnel shall receive and respond to

telephone calls, messages (both voice and electronic) and may respond in person as necessary.

- B. Provide a resource for single point of contact for receiving and responding to municipal code violation complaints
- C. Provide a comprehensive structure to investigate, document and resolve all code violations
- D. Assume all responsibility for witness and document preparation, hearing calendaring and prosecution of all code enforcement matters
- E. Conduct site hearings, public presentations, mediations as necessary to educate, mitigate or resolve code related issues
- F. Develop standard protocol for City staff on procedures, reporting and referrals.
- G. Be available to answer questions and concerns of the citizens of Sonoma relating to code violations.

The City has maintained the agreement with Robert A. Smith as City Prosecutor since August 5, 1998 and has seen much success in its history addressing predominately Police matters, Youth and Family services and various mediation issues. Most recently, Mr. Smith has addressed over a dozen municipal code violations related to leaf blower use. With this proven track record, it is a logical extension of his current contract. He is knowledgeable working with Sonoma staff and the community and is able to engage in public education before enforcement. This focus allows the opportunity to bring violators into voluntary compliance rather than into the legal system, while providing the resources to bring abatement actions in a timely manner when that proves necessary.

**FISCAL IMPACT:** The City Prosecutor's office will be paid a retainer fee of \$5,200 per month for the Code Enforcement Program for an annual not to exceed fee of \$62,400. A mid-year budget amendment will be required to fund this position for the remainder of the fiscal year. It is anticipated that some fee recovery will off-set this cost.

**REPORTING:** City Prosecutor will submit monthly reports to the City Manager of activity. Should the program not be sufficient or effective, this amendment is considered "special services" and may be modified or terminated with 30-day notice.

**CITY OF SONOMA**

RESOLUTION NO. \_\_\_\_ - 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA APPROVING THE ADDENDUM NO. 1 TO THE CITY PROSECUTORS AGREEMENT (AGREEMENT FOR LEGAL SERVICES)**

WHEREAS, the City of Sonoma entered into an agreement with Robert A. Smith to provide services as the City Prosecutor on August 5, 1998; and

WHEREAS, the City has need to increase services for enforcement of violation of the City's municipal codes; and

WHEREAS, the City Prosecutor's office has offered services including employment of a Code Enforcement officer and related enforcement duties.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Sonoma hereby approves Addendum No. 1 to the City Prosecutor agreement between the City and the Robert A. Smith to provide Code Enforcement Services attached hereto as Exhibit A, and

BE IT FURTHER RESOLVED that the City Manager is authorized and directed to sign the Addendum.

The foregoing Resolution was duly adopted this 1st day of February 2016, by the following vote:

Ayes:  
Noes:  
Absent:  
Abstain:

\_\_\_\_\_  
LAURIE GALLIAN, MAYOR

ATTEST:

\_\_\_\_\_  
GAY JOHANN  
ASSISTANT CITY MANAGER/CITY CLERK

## **ADDENDUM NO. 1**

### **AGREEMENT FOR LEGAL SERVICES – CITY PROSECUTOR**

The Addendum made this \_\_\_\_\_ day of February, 2016, between the City of Sonoma, (hereinafter referred to as "City") and Robert A. Smith, (hereinafter referred to as "Attorney");

#### **RECITALS**

WHEREAS, on August 5, 1998, the City entered into an agreement with Robert A. Smith was as City Prosecutor by the City Council of the City of Sonoma; and,

WHEREAS, the purpose of the agreement was to initiate and undertake the responsibility for the prosecution of all misdemeanors and infractions occurring within the city limits of the City of Sonoma and for which the Sonoma City Police Department was either the arresting agency or the chief investigating agency and to handle certain personnel matters of the City; and,

WHEREAS, it is the desire of the parties hereto to enter into this Addendum No. 1 and to establish the terms and conditions for provision of additional professional services as requested by CITY and the compensation therefor.

NOW, THEREFORE, IT IS MUTUALLY AGREED that Robert A. Smith will perform services under this Addendum No. 1 as follows:

#### **CODE ENFORCEMENT PROGRAM ADMINISTRATION**

##### **I. Program Administration**

Under the terms of the Addendum, the Attorney agrees to provide all services necessary for the investigation and prosecution of misdemeanor infraction of municipal code violations as well as assisting in the resolution of all matters which have come to the attention of City of Sonoma Administration and/or Sonoma Police Department which may involve civil prosecution. Attorney shall perform or cause to be performed, a variety of field and office tasks related to investigating, inspecting and ensuring compliance of nuisance, zoning, planning, community preservation and abatement regulations and revenue/ taxation codes. Among the intended services to be provided by the Attorney and/or the Prosecutor's office are:

- A. Provide a resource for single point of contact for receiving and responding to municipal code violation complaints
- B. Provide a comprehensive structure to investigate, document and resolve all code violations

- C. Assume all responsibility for witness and document preparation, hearing calendaring and prosecution of all code enforcement matters
- D. Conduct site hearings, public presentations, mediations as necessary to educate, mitigate or resolve code related issues
- E. Develop standard protocol for City staff on procedures, reporting and referrals.
- F. Be available to answer questions and concerns of the citizens of Sonoma relating to code violations.

## II. Appointment of Code Enforcement Personnel

Attorney shall employ such personnel to effectively enforce the Code Enforcement Program at a minimum of 24 hours per week. Code Enforcement personnel shall receive and respond to telephone calls, messages (both voice and electronic) and may respond in person as necessary. Code Enforcement personnel shall maintain an office in the Sonoma Police Department and shall act as the City's Code Enforcement Officer.

In addition, the Attorney shall be authorized to engage the services of any agents or assistants which he may deem proper, and he may further employ, engage, or retain of such other persons or corporations to aid or assist in the proper performance of his duties. The cost of such service to such agents or assistants shall not be the responsibility of the City of Sonoma. City of Sonoma shall be responsible for any statutory witness fees, fees for the cost of service of subpoena; transcript cost or the cost of obtaining any records deemed necessary by the Attorney in the execution of his duties.

## III Compensation

The Attorney shall be entitled to a retainer fee of \$5,200.00 payable on the first of each month and every month thereafter. In addition, the Attorney shall be entitled for reimbursement for expenses incurred as described above, payable on presentation of a statement in the amount of such expenses to the City of Sonoma.

## IV. Reporting

The Attorney shall prepare and submit a monthly report of activity to the City Manager within 10 days following the end of each month which will include information related to all case files acted upon in the prior month. Failure to file monthly report may delay in payment of the following month retainer fee.

## V. Termination for Special Services

Services provided under this Addendum shall be considered "special services" and may be terminated with or without cause, in writing by the City for its convenience, with 30 days written notice by either party delivered by certified mail with return receipt requested or by electronic media with verified response receipt.

## VI. Effective Date.

The effective date of this agreement shall be February 1, 2016.

Executed at Sonoma, California on the day and year first written above.

CITY OF SONOMA

\_\_\_\_\_  
CAROL GIOVANATTO, CITY  
MANAGER

ATTEST:

\_\_\_\_\_  
GAY JOHANN, ASSISTANT CITY  
MANAGER/CITY CLERK

\_\_\_\_\_  
ROBERT A. SMITH

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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**CITY OF SONOMA**  
**City Council**  
**Agenda Item Summary**

City Council Agenda Item: 7E

Meeting Date: 02/01/2016

**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

**Agenda Item Title**

Discussion, Consideration and Possible Action to Update the Alcalde Selection Process (requested by Mayor Gallian)

**Summary**

Under the current Alcalde Policy, "each December the City Council selects a citizen of the year who is called the honorary Alcalde". The original policy was adopted by the City Council in July 2001 which outlines the selection, criteria, and role of the honored person. The policy has not been revised since adoption. It has been brought forth by Mayor Gallian that certain minor modifications would make the policy more functionally prudent and as such is proposing various amendments. Predominately the change is to the timing of the appointment so that it occurs after the new Mayor is elected. This change would allow the new Mayor to meet with the nominating committee to discuss and receive their recommendations on the worthiness of the candidates. Under the current policy, the seated Mayor meets with the nominating committee and the newly elected Mayor makes the recommendation without benefit of discussion with the committee.

**Recommended Council Action**

Council Discretion

**Alternative Actions**

Council Discretion

**Financial Impact**

None

**Environmental Review**

- Environmental Impact Report
- Negative Declaration
- Exempt
- Not Applicable

**Status**

- Approved/Certified
- No Action Required
- Action Requested

**Attachments:**

- Proposed Alcalde Policy (Clean)
- Proposed Alcalde Policy (Redline)
- Alcalde Policy – July 16, 2001

**Alignment with Council Goals:**

While not directly related to a specific Goal/key element, the review of existing policies reflects Leadership under POLICY & LEADERSHIP.

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# ***ALCALDE SELECTION PROCESS, ROLES & RESPONSIBILITIES***

## ***UPDATED FEBRUARY 1, 2016***

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Each January the City Council of the City of Sonoma selects a citizen of the year who is called the honorary Alcalde. This policy outlines the selection, criteria, and role of the honored person.

### **Origin of Alcaldes**

Alcaldes in California came about through the rise of the pueblo system and the establishment of town councils (called ayuntamientos). The councils were headed by mayors (called alcaldes), and together they provided a semblance of government, hearing a wide range of issues from land disputes to criminal matters.

The annually elected alcalde was not only the chief local law practitioner, but judge, justice of the peace (if no one else filled that function), notary public, recorder, escrow agent in land transactions, boss of the town Council, jack of all trades, and was probably the town's most useful citizen.

He often had to rule on disputes over cattle, horses, branding irons, hides, horse race wagers, bankruptcy, adoption, promissory notes, barrels of wine, and vacant lands. Alcaldes were the recorders of mortgages, wills, and conveyances, and also had to deal with criminal activity including murder.

The alcalde's position and importance did not end with Mexican Rule. In his speech following the raising of the American Flag over Monterey on July 7, 1846 Commodore John Sloat restated the importance of alcaldes and invited them to continue to execute their duties. The function of alcaldes did not legally change until after the state Constitution was adopted, and duties previously performed by one person were separated into several positions. Today the Spanish word "alcalde" literally means Mayor.

In 1975 the City of Sonoma decided to once again find "the town's most useful citizen" and bestow upon them the title Honorary Alcalde. August Pinelli, the first to be honored, began his year January 1, 1976. The Council has voted for an "honorary alcalde" every year since. The honoree is given a gold-headed cane as a symbol of the honor and appears in parades and at grand openings.

### **Selection Process**

1. Around the first week of December, an ad will be placed in the newspaper announcing the nomination period for Honorary Alcalde of the City of Sonoma. A summary of the criteria shall also

be published with a deadline of December 31st. Persons submitting a nomination will do so in a letter format, addressing as many of the criteria as possible, and sending the letter to the City Manager.

2. Early in January the City Manager will convene the nominating committee comprised of the three most immediate past alcaldes available, the Mayor, and the City Manager. Immediately prior to the meeting the nominee's names will be released to the committee members only for discussion at the meeting. This committee will review the nominations and will select three candidates for consideration. The Mayor will then make the final nomination and the Council will vote to ratify at the first available Council meeting following the committee nominations but in no case later than the first meeting in February.

### **Criteria for Selection**

Nominee shall embody several of the following:

- Broad spectrum of voluntary community service to Sonoma Valley
- Has served in a leadership role in at least one non-profit organization
- Has spearheaded at least one community-serving project without compensation
- Is well-known for consistent behind-the-scenes good deeds
- Does not seek public accolades or recognition for work done
- Adheres to a high standard of moral and ethical values
- Nominee must reside in Sonoma or Sonoma Valley.

### **Role and Responsibilities**

- Participates in Alcalde Luncheon
- Participates in other public events, as requested
- Agrees to use Council's Code of Ethics as a guideline

# ***ALCALDE SELECTION PROCESS, ROLES & RESPONSIBILITIES***

## ***UPDATED FEBRUARY 1, 2016***

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Each ~~December~~ January the City Council of the City of Sonoma selects a citizen of the year who is called the honorary Alcalde. This policy outlines the selection, criteria, and role of the honored person.

### **Origin of Alcaldes**

Alcaldes in California came about through the rise of the pueblo system and the establishment of town councils (called ayuntamientos). The councils were headed by mayors (called alcaldes), and together they provided a semblance of government, hearing a wide range of issues from land disputes to criminal matters.

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The alcalde's position and importance did not end with Mexican Rule. In his speech following the raising of the American Flag over Monterey on July 7, 1846 Commodore John Sloat restated the importance of alcaldes and invited them to continue to execute their duties. The function of alcaldes did not legally change until after the state Constitution was adopted, and duties previously performed by one person were separated into several positions. Today the Spanish word "alcalde" literally means Mayor.

In 1975 the City of Sonoma decided to once again find "the town's most useful citizen" and bestow upon them the title Honorary Alcalde. August Pinelli, the first to be honored, began his year January 1, 1976. The Council has voted for an "honorary alcalde" every year since. The honoree is given a gold-headed cane as a symbol of the honor and appears in parades and at grand openings.

### **Selection Process**

1. Around the first week of ~~November~~ December, an ad will be placed in the newspaper announcing the nomination period for Honorary Alcalde of the City of Sonoma. A summary of the criteria shall also

be published with a deadline of ~~Thanksgiving~~ December 31st. Persons submitting a nomination will do so in a letter format, addressing as many of the criteria as possible, and sending the letter to the City Manager.

2. Early in ~~December~~ January the City Manager will convene the nominating committee ~~who shall be~~ the comprised of the three most immediate past alcaldes available, the ~~current~~ Mayor, and the City Manager. Immediately prior to the meeting the nominee's names will be released to the committee members only for discussion at the meeting. This committee will review the nominations and will select three candidates ~~to be forwarded to the new Mayor prior to the second meeting in December for~~ consideration. The Mayor will then make the final nomination and the Council will vote to ratify at ~~this meeting or the first meeting in January~~ the first available Council meeting following the committee nominations but in no case later than the first meeting in February.

### **Criteria for Selection**

Nominee shall embody several of the following:

- Broad spectrum of voluntary community service to Sonoma Valley
- Has served in a leadership role in at least one non-profit organization
- Has spearheaded at least one community-serving project without compensation
- Is well-known for consistent behind-the-scenes good deeds
- Does not seek public accolades or recognition for work done
- Adheres to a high standard of moral and ethical values
- Nominee must reside in Sonoma or Sonoma Valley.

### **Role and Responsibilities**

- Participates in Alcalde Luncheon
- Participates in other public events, as requested
- Agrees to use Council's Code of Ethics as a guideline

# Memo

**DATE:** July 16, 2001

**TO:** Mayor and City Council

**FROM:** Pamela Gibson, City Manager

**SUBJECT:** Alcalde Selection Process, Role, Responsibilities

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## Background

Each December the City Council of the City of Sonoma selects a citizen of the year who is called the honorary Alcalde. This policy outlines the selection, criteria, and role of the honored person.

### Origin of Alcaldes

Alcaldes in California came about through the rise of the pueblo system and the establishment of town councils (called ayuntamientos). The councils were headed by mayors (called alcaldes), and together they provided a semblance of government, hearing a wide range of issues from land disputes to criminal matters.

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In 1975 the City of Sonoma decided to once again find "the town's most useful citizen" and bestow upon them the title Honorary Alcalde. August Pinelli, the first to be honored, began his year January 1, 1976. The Council has voted for an "honorary alcalde" every year since. The honoree is given a gold-headed cane as a symbol of the honor and appears in parades and at grand openings.

### Selection Process

1. Around the first week of November, an ad will be placed in the newspaper announcing the nomination period for Honorary Alcalde of the City of Sonoma. A summary of the criteria shall also

be published with a deadline of Thanksgiving. Persons submitting a nomination will do so in a letter format, addressing as many of the criteria as possible, and sending the letter to the City Manager.

2. Early in December the City Manager will convene the nominating committee who shall be the three most immediate past alcaldes available, the current Mayor, and the City Manager. This committee will review the nominations and will select three candidates to be forwarded to the new Mayor prior to the second meeting in December. The Mayor will then make the nomination and the Council will vote to ratify at this meeting or the first meeting in January.

### **Criteria for Selection**

Nominee shall embody several of the following:

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**CITY OF SONOMA**  
 City Council  
 Agenda Item Summary

<b>Agenda Item:</b>	<b>9</b>
<b>Meeting Date:</b>	<b>02/01/2016</b>

**Department**  
 Administration

**Staff Contact**  
 Gay Johann, Assistant City Manager/City Clerk

**Agenda Item Title**

Councilmembers' Reports on Committee Activities.

**Summary**

Council members will report on activities, if any, of the various committees to which they are assigned.

MAYOR GALLIAN	MPT AGRIMONTI	CLM. COOK	CLM. EDWARDS	CLM. HUNDLEY
City Audit Committee	LOCC North Bay Division Liaison	ABAG Alternate	ABAG Delegate	Cittaslow Sonoma Valley Advisory Council, Alt.
Marin/Sonoma Mosquito & Vector Control District	North Bay Watershed Association	City Audit Committee	Cittaslow Sonoma Valley Advisory Council	LOCC North Bay Division Liaison, Alternate
Sonoma County Mayors & Clm. Assoc. BOD	Sonoma County Mayors & Clm. Assoc. BOD, Alt.	City Facilities Committee	City Facilities Committee	Sonoma Clean Power Alt.
Sonoma County Trans. Authority & Regional Climate Protection Authority	Sonoma County Trans. & Regional Climate Protection Authority, Alternate	Oversight Board to the Dissolved CDA	Oversight Board to the Dissolved CDA, Alt.	Sonoma County M & C Assoc. Legislative Committee
Sonoma Disaster Council	Sonoma County Waste Management Agency	Sonoma Clean Power	Sonoma County Health Action & SV Health Roundtable	S. V. Citizens Advisory Commission
Sonoma Housing Corporation	Sonoma Disaster Council, Alternate	S.V. Economic Vitality Partnership, Alt.	Sonoma County M & C Assoc. Legislative Committee, Alt.	S.V. Economic Vitality Partnership
S.V.C. Sanitation District BOD	Sonoma Housing Corporation	S. V. Library Advisory Committee	Sonoma Valley Citizens Advisory Comm. Alt.	S. V. Library Advisory Committee, Alternate
S.V. Fire & Rescue Authority Oversight Committee	S.V.C. Sanitation District BOD, Alt.			
VOM Water District Ad Hoc Committee	S.V. Fire & Rescue Authority Oversight Committee			
Water Advisory Committee	VOM Water District Ad Hoc Committee, Alternate			
	Water Advisory Committee, Alternate			

**Recommended Council Action** – Receive Reports

**Attachments:** None

