

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

Community Meeting Room, 177 First Street West, Sonoma CA



Wednesday January 7, 2015

6:00 p.m.

AGENDA

City Council
David Cook, Mayor
Laurie Gallian, Mayor Pro Tem
Madolyn Agrimonti
Gary Edwards
Rachel Hundley

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

OPENING

CALL TO ORDER & PLEDGE OF ALLEGIANCE
ROLL CALL (Hundley, Agrimonti, Edwards, Gallian, Cook)

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 - None

- Item 3A:** Recognition of Mathew Tippell's service on the Design Review and Planning Commission
- Item 3B:** Proclamation Declaring January 2015 as Human Trafficking Awareness and Prevention Month
- Item 3C:** Proclamation in Recognition of the Valley of the Moon Natural History Association for Successful Operation of the Jack London State Historic Park

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)
- Item 4B:** Approval of the Minutes of the December 1 and December 15, 2014 City Council meetings.
Staff Recommendation: Approve the minutes.

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL, Continued

Item 4C: Approval and Ratification of the Reappointment of Robert Felder to the Planning Commission for an Additional Two-Year Term.

Staff Recommendation: Approve and ratify the reappointment.

Item 4D: Approval and ratification of the appointment of Alice Liddell to the Community Services and Environment Commission for a two-year term.

Staff Recommendation: Approve and ratify the appointment.

Item 4E: Second reading and adoption of ordinance amending Title 18 of the Sonoma Municipal Code (Sign Regulations).

Staff Recommendation: Hold the second reading and adopt the ordinance amending Title 18 (Sign Regulations) of the Sonoma Municipal Code.

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

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 5A: Approval of the portions of the Minutes of December 1 and December 15, 2014 City Council meetings pertaining to the Successor Agency.

Staff Recommendation: Approve the minutes.

6. PUBLIC HEARING

Item 6A: Review and Consideration of a Refuse Rate Adjustment with City Franchisee Sonoma Garbage Company, Inc. to be effective for the billing period beginning January 1, 2015. (City Manager)

Staff Recommendation: Approve a rate increase of 4.68% effective January 1, 2015.

7. REGULAR CALENDAR – CITY COUNCIL

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

Item 7A: Discussion, Consideration and Possible Action to (1) Adopt a Resolutions Joining the Sonoma County PACE (Property Assessed Clean Energy) Financing Marketplace and (2) Making the Finding that Participation is not a “Project” under the California Environmental Quality Act. (City Manager)

Staff Recommendation: Make required CEQA finding, approve the agreement and adopt the resolutions.

Item 7B: Discussion, Consideration and Possible Action to Approve the Sub-Lease of the Field of Dreams for the BR Cohn Fall Music Charity Fundraiser. (City Manager)

Staff Recommendation: Approve the sublease.

Item 7C: Discussion, consideration and possible action to adopt an updated Special Events Policy. (Associate Planner)

Staff Recommendation: Adopt resolution approving policy.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

(Matters requiring discussion and/or action by the Council as the Successor Agency)

9. COUNCILMEMBERS' REPORTS AND COMMENTS

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

11. COMMENTS FROM THE PUBLIC

12. ADJOURNMENT

I do hereby certify that a copy of the foregoing agenda was posted on the City Hall bulletin board on December 30, 2014. 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: 01/07/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Recognition of Mathew Tippell's service on the Design Review and Planning Commission

Summary

The City Council desires to publicly recognize the volunteers who so selflessly serve on the various City commissions.

Mathew Tippell served the City on the Design Review Commission March 18, 2009 until May 8, 2011 when appointed to the Planning Commission. His service on the Planning Commission continued through December 18, 2014.

Recommended Council Action

Mayor Cook to present a certificate of appreciation to Mr. Tippell.

Alternative Actions

N/A

Financial Impact

N/A

Environmental Review

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

Status

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

Attachments:

Certificate of Appreciation

cc:

Mathew Tippell via email

CITY OF SONOMA
Certificate of Appreciation

PRESENTED TO

Mathew Tippell

FOR SERVICE ON THE

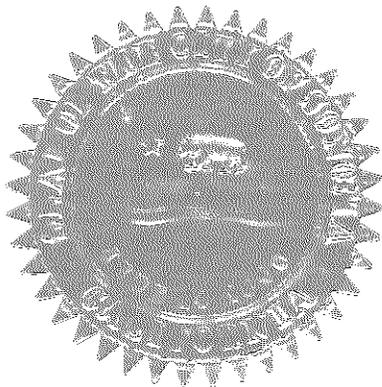
DESIGN REVIEW COMMISSION

2009 - 2011

PLANNING COMMISSION

2011 - 2014

PRESENTED THIS 7th DAY OF JANUARY 2015



David Cook
David Cook, Mayor



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3B

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

Proclamation Declaring January 2015 as Human Trafficking Awareness and Prevention Month.

Summary

Kathy Hargitt of the Sonoma County Human Trafficking Task Force requested a proclamation declaring January 2015 as Human Trafficking Awareness and Prevention Month in the City of Sonoma.

In keeping with City practice, Ms. Hargitt has been asked to limit the total length her follow up comments and announcements to not more than 10 minutes.

Recommended Council Action

Mayor Cook to present the proclamation

Alternative Actions

Council discretion

Financial Impact

n/a

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

1. Proclamation

cc: Kathy Hargitt via email

City of Sonoma



Proclamation

HUMAN TRAFFICKING AWARENESS & PREVENTION MONTH

WHEREAS, human trafficking is the general term to describe forced labor, debt bondage, slavery, involuntary servitude and imprisonment, and child labor, marriage, sexual exploitation and prostitution. It is a problem hidden in plain sight that is discovered in every jurisdiction in which it is sought; and

WHEREAS, the Sonoma City Council and the people of Sonoma are committed to protecting individual freedom, eliminating human trafficking, and actively oppose all individuals, groups, organizations and governments and their entities who support, advance, or commit acts of human trafficking; and

WHEREAS, to combat human trafficking within Sonoma County, the United States and throughout the world, people and governments must be aware of human trafficking and must confront this contemporary manifestation of slavery; and

WHEREAS, victims/survivors of human trafficking need support in order to escape and recover from the physical, mental, emotional, and spiritual trauma associated with their victimization; and

WHEREAS, Proposition 35 was approved by the voters to strengthen state law related to human trafficking by expanding the definition, increasing the punishment, funding important services to victims, and requiring additional law enforcement training; and

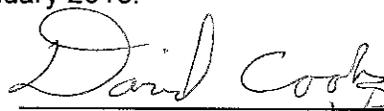
WHEREAS, although laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking have been enacted, awareness of the issues surrounding human trafficking by those most likely to come in contact with victims is essential to effective enforcement because the techniques that traffickers use for enslaving their victims severely limit self-reporting; and

WHEREAS, individuals, public agencies, private organizations and businesses in Sonoma should join together and work to abolish human trafficking through education and collaboration.

NOW, THEREFORE, BE IT RESOLVED THAT I, David Cook, Mayor of the City of Sonoma, in joining in the national observance of January 11, 2015 as Human Trafficking Awareness day, do hereby proclaim the month of January 2015 as

HUMAN TRAFFICKING AWARENESS & PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 7th day of January 2015.


David Cook, Mayor



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3C

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

Proclamation in Recognition of the Valley of the Moon Natural History Association for Successful Operation of the Jack London State Historic Park

Summary

The proclamation recognizes the efforts of the Valley of the Moon Natural History Association for their successful operation of the Jack London State Historic Park.

In keeping with City practice, the proclamation recipients have been asked to keep the total length of their follow-up comments and/or announcements to not more than 10 minutes.

Recommended Council Action

Mayor Cook to present the proclamation

Alternative Actions

Council discretion

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Proclamation

Alignment with Council Goals: Public Service

City of Sonoma



Proclamation

Recognition of the Valley of the Moon Natural History Association For Successful Operation of the Jack London State Historic Park

Whereas, the Jack London Park, located in nearby Glen Ellen, was founded in 1960 and is on the list of National Historic Landmarks. The park covers 1400 acres which includes over 16 miles of trails, pristine vistas, and historic buildings demonstrating early 20th century life; and

Whereas, within the park, visitors will also find a museum displaying most of Jack London's holdings, Jack London's gravesite and the ruins of the infamous Wolf House; and

Whereas, Jack London Park was on the California State Parks closure list in 2011 when the Valley of the Moon Natural History Association stepped up to keep the park open becoming the first non-profit organization to enter into an operating agreement with the State; and

Whereas, through its 250 volunteers, the Association keeps the park open 7 days a week March through November increasing the average attendance by 77%; and

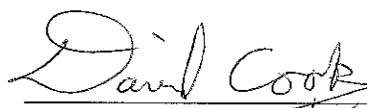
Whereas, the Association Board and Advisory Committee, comprised of local persons with expertise in the areas of marketing, public relations, maintenance, business management and natural resource protection, are addressing and funding years of deferred maintenance on infrastructure and backcountry trails as well as the cost of operations utilizing funds raised through admission fees, contributions, and special events put on by the Association; and

Whereas, Jack London's literary work, adventures, and passion for the land are brought to life in exhibits and interpretation provided by docents and staff. The Association is also initiating a program for at risk youth to perform ongoing maintenance with a mentoring component for leadership and teambuilding skills and are working through local teachers to provide tours and high quality educational programming for children; and

Whereas, the popular Triple Creek horse concession has been returned and the park hosted, for the second year in a row, the musical production of "Broadway Under the Stars" increasing attendance this year to over 10,000.

Now therefore, I, David Cook, Mayor of the City of Sonoma, hereby recognize and commend the efforts of the Valley of the Moon Natural History Association in keeping open and maintaining the valuable historic community resource known as the Jack London State Historic Park.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sonoma to be affixed this 7th day of January 2015.


David Cook, Mayor



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the Minutes of the December 1 and December 15, 2014 City Council meetings.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Minutes

Alignment with Council Goals: N/A

cc: N/A

**CONCURRENT REGULAR MEETINGS OF THE
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DISSOLVED SONOMA COMMUNITY DEVELOPMENT AGENCY**

Community Meeting Room, 177 First Street West, Sonoma CA



Monday, December 1, 2014

6:00 p.m.

MINUTES

City Council

Tom Rouse, Mayor
David Cook, Mayor Pro Tem
Steve Barbose
Ken Brown
Laurie Gallian

OPENING

Mayor Rouse called the meeting to order at 6:00 p.m. Members of the Rouse family led the Pledge of Allegiance.

CITY COUNCILMEMBERS PRESENT: Barbose, Cook, Brown, Gallian and Mayor Rouse
ABSENT: None

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann, City Attorney Walter, Finance Director Hilbrants

1. COMMENTS FROM THE PUBLIC

Scott Braun reported alleged abuses at The Haven and encouraged the Council to investigate and take some correction actions.

Rosemarie Pedranzini referenced a newspaper article regarding a proposed roundabout in the City and stated that she would be at the meeting when that issue came up.

Jeanette Fung asked the Council to ease up on the regulations for freestanding signs and to make them more business friendly.

Joanne Sanders stated her support for roundabouts and for the proposed Golden Gate Bridge toll for pedestrians and bicyclists.

Andrew Sawicki, candidate for City Council, stated his appreciation to the Council, congratulated the winners, and stated he would be back.

Jack Wagner, candidate for City Council, also thanked the Council for their assistance and support.

Jeanne Markson Artson thanked Councilmembers Barbose, Brown and Rouse for their service.

2. MEETING DEDICATIONS

Cllm. Brown dedicated the meeting in the memory of Yves Gregoire Casabonne.

3. PRESENTATIONS – None Scheduled

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

- Item 4A:** Waive further reading and authorize Introduction and/or adoption of ordinances by title only.
- Item 4B:** Approval of the minutes of the November 17, 2014 City Council meeting.
- Item 4C:** Adoption of a resolution declaring the results of the November 4, 2014 General Municipal Election. (Res. No. 57-2014)
- Item 4D:** Approval and ratification of the appointment of James Bohar to the Countywide Bicycle & Pedestrian Advisory Committee for a two-year term.
- Item 4E:** Adopt a resolution approving a Memorandum of Understanding with Sonoma Employees' Association (SEIU Local 1021) for the period January 1, 2015 through June 30, 2017. (Res. No. 58-2014)
- Item 4F:** Adopt resolutions approving changes to terms and conditions of employment for the Executive, Management, Administrative and Non-Represented Confidential personnel for the period January 1, 2015 through June 30, 2017 and fixing the salaries and wages of officers and employees of the City. (Res. No. 59-2014 and 60-2014)

The public comment period was opened and closed with none received. It was moved by Clm. Barbose, seconded by Clm. Brown, to approve the Consent Calendar as presented. The motion carried unanimously.

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

- Item 5A:** Approval of the portions of the minutes of the November 17, 2014 City Council meeting pertaining to the Successor Agency.

The public comment period was opened and closed with none received. It was moved by Clm. Gallian, seconded by Clm. Brown, to approve the Consent Calendar as submitted. The motion carried unanimously.

WORDS OF APPRECIATION & GOODBYES

Mayor Pro Tem Cook presented the honorary Mayor's Gavel to Mayor Rouse, and then he and Clm. Gallian expressed appreciation for their service and presented plaques to Mayor Rouse and Councilmembers Barbose and Brown.

Mayor Rouse thanked everyone, especially his wife, for their support during his term on the City Council. He said it had been a great time and he especially enjoyed the year as Mayor.

Clm. Barbose stated it had been an honor and a privilege to serve on the Council and represent the citizens. He thanked fellow Councilmembers and staff and said he would miss serving with them.

CIm. Brown stated he had enjoyed working for the public for sixteen years. He also thanked staff and his fellow Councilmembers for their assistance through the years.

The following expressed their appreciation to outgoing Councilmembers Barbose, Brown and Rouse: Deirdre Sheerin, Cynthia Scarborough, Lin Marie DeVincent, Gary Hermes, Rosemarie Pedranzini, Palar Dalton, Steve Kyle, Michele Rouse, Paul Watts, and Scott Brown.

SWEARING IN CEREMONY

Assistant City Manager / City Clerk Johann administered the oath of office to Gary Edwards, Madolyn Agrimonti, and Rachel Hundley.

RECESS

The meeting recessed from 6:55 – 7:00 p.m. and reconvened with the newly elected at the dais.

SELECTION OF THE MAYOR AND MAYOR PRO TEM

Mayor Pro Tem Cook opened nominations for Mayor. CIm. Gallian nominated Mayor Pro Tem Cook. There were no additional nominations and Mayor Pro Tem Cook invited comments from the public. Rosemarie Pedranzini stated that Cook should be good to her. Jack Wagner and Jenny Irving supported the nomination. The nomination was ratified by a unanimous vote of the Council.

Mayor Cook opened nominations for Mayor Pro Tem and nominated CIm. Gallian. CIm. Hundley seconded the nomination. There were no comments from the public. The nomination was ratified by a unanimous vote of the Council.

6. PUBLIC HEARINGS

Item 6A: Discussion, consideration, and possible action on the extension of an Urgency Ordinance placing a moratorium on Automated Purchasing Machines in the City of Sonoma.

Planning Director Goodison reported that automated purchasing machines (ATPs) were freestanding kiosk-type machines that enable the sale of cell phones, mp3 players, and similar devices for immediate cash. ATPs use specialized technology to assess the value of the device based on model, condition, and value on secondary markets. Newer devices in good working condition could generate as much as \$300 from the transaction. Although ATPs feature some security features, they were not sufficient to deter criminal exploitation and some cities reported an increase in theft of personal electronic devices in cities that allow ATPs. On October 20, 2014, the City Council adopted an Urgency Ordinance placing a temporary moratorium on ATPs in order to allow for the development, review and possible adoption of draft amendments to the Development Code that would regulate or prohibit their establishment and use. Pursuant to the State law, the Urgency Ordinance would expire on December 4, 2014 unless it was extended by the City Council.

Mayor Cook opened the public hearing. There were no comments from the public and the hearing was closed. It was moved by CIm. Gallian, seconded by CIm. Agrimonti, to adopt the urgency ordinance entitled AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE

CITY OF SONOMA MAKING EXTENDING A TEMPORARY MORATORIUM ON THE ESTABLISHMENT AND OPERATION OF AUTOMATED PURCHASING MACHINES, TO BECOME EFFECTIVE IMMEDIATELY. The motion carried unanimously.

6. PUBLIC HEARINGS, Continued

Item 6B: Discussion, consideration, and possible action on an ordinance amending the Development Code to establish a process for addressing requests for reasonable accommodation.

Planning Director reported that Implementation Program #25 of the Housing Element called upon the City to establish procedures for acting on requests for “reasonable accommodation” in compliance with State and Federal Housing laws pertaining to persons with disabilities. The federal Fair Housing Amendments Act of 1988 made it illegal to discriminate in housing against individuals based on their race, color, religion, gender, national origin, familial status, or disability. The Act prohibits local governments from making housing opportunities unavailable to people with disabilities through discriminatory land use and zoning rules, policies, practices and procedures. Similarly, California’s own fair housing statute, the Fair Employment and Housing Act (FEHA), prohibits discrimination on the same bases as federal law and four additional bases: marital status, ancestry, sexual orientation and source of income. The FEHA explicitly prohibits discriminatory “public or private land use practices, decisions and authorizations” including, but not limited to, “zoning laws, denials of permits, and other [land use] actions that make housing opportunities unavailable” to people with disabilities.” In addition to not discriminating against people with disabilities, under both federal and state fair housing laws, cities and counties have an affirmative duty to provide reasonable accommodation in land use and zoning rules, policies, practices and procedures where it may be necessary to provide individuals with disabilities equal opportunity in housing. The proposed amendment to the Development Code was intended to meet these requirements and had been approved by the Planning Commission.

Mayor Cook opened the public hearing. There were no comments from the public and the hearing was closed. It was moved by Clm. Gallian, seconded by Clm. Edwards, to introduce the ordinance entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA AMENDING TITLE 19 OF THE SONOMA MUNICIPAL CODE BY ESTABLISHING PROCEDURES FOR REVIEWING AND ACTING UPON REQUESTS FOR REASONABLE ACCOMMODATION. The motion carried unanimously.

7. REGULAR CALENDAR – CITY COUNCIL

Item 7A: Discussion, Consideration and Possible Action to change Council meeting days to the second and fourth Wednesdays of the Month. [Requested by Mayor Pro Tem Cook]

City Manager Giovanatto reported that Mayor Cook placed this item on the agenda to see if there was support for moving Council meetings to Wednesdays. She stated that the change would eliminate the need to change meeting dates when holidays fell on Mondays and reported there would be one conflict with SVCAC meetings, which would have to be relocated to another facility.

Mayor Cook stated that prior to Mayor Rouse coming on the Council, the meetings were held on Wednesdays and he felt the change back to Wednesdays would allow more time for Councilmembers to study the agenda packet material prior to the City Council meeting. Clm. Edwards stated that he had other meetings on Wednesdays and he did not favor the proposed change. Clm. Gallian stated her preference for keeping the meetings on Monday.

The public comment period was opened and closed with none received. It was moved by Clm. Edwards, seconded by Clm. Gallian, to keep Council meetings on the first and third Mondays. The motion carried unanimously.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

9. COUNCILMEMBERS’ REPORTS AND COMMENTS

Clm. Hundley stated she was humbled by the responsibility and honored to have been elected. She told the public to contact her because she cared about what they had to say.

Clm. Agrimonti state she felt very comfortable being back in a Council seat and she looked forward to working with the City Council.

Clm. Edwards thanked the public for their support and votes and stated he looked forward to serving the City in this capacity.

Clm. Gallian and Mayor Cook welcomed the new members.

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

City Manager Giovanatto reported that the Public Works department was monitoring the predicted wet weather and had placed sand at Depot Park.

11. COMMENTS FROM THE PUBLIC

Ted Sexaeur stated he did not support roundabouts in front of the Plaza.

12. ADJOURNMENT

The meeting was adjourned at 7:32 p.m.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the Sonoma City Council on the day of 2014.

Gay Johann
Assistant City Manager / City Clerk

**CONCURRENT REGULAR MEETINGS OF THE
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DISSOLVED SONOMA COMMUNITY DEVELOPMENT AGENCY**

Community Meeting Room, 177 First Street West, Sonoma CA



Monday December 15, 2014

6:00 p.m.

MINUTES

City Council
David Cook, Mayor
Laurie Gallian, Mayor Pro Tem
Madolyn Agrimonti
Gary Edwards
Rachel Hundley

OPENING

Mayor Cook called the meeting to order at 6:00 p.m. Jack Wagner led the Pledge of Allegiance.

CITY COUNCILMEMBERS PRESENT: Gallian, Hundley, Agrimonti, Edwards and Mayor Cook
ABSENT: None

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann, City Attorney Walter, Associate Planner Atkins, Planning Director Goodison, Public Works Director Takasugi, Finance Director Hilbrants

1. COMMENTS FROM THE PUBLIC

Terrence (Terry) Leen, Commander of American Legion Jack London Post 489, welcomed the new Councilmembers and stated that he looked forward to working with them. He handed out challenge coins to each Councilmember and explained its significance.

Ed Kenney stated he did not care for roundabouts.

Jack Wagner suggested that the Council take up the issue of term limits as some time in the future and stated that the amount of money it would take to construct a roundabout could be put to better use for things like street repair and energy efficiency.

2. MEETING DEDICATIONS - None

3. PRESENTATIONS - None

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

Item 4A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only.

Item 4B: Adopt a resolution to co-sponsor an Urban Streams Grant application with the Sonoma Ecology Center. (Res. No. 61-2014)

Item 4C: Rescind Resolution 39-2013 establishing an appropriations limit for the Fiscal Year 2013-2014. Approve Resolution establishing a corrected

appropriations limit for Fiscal Year 2013-2014 pursuant to Article XIIB of the California Constitution as Amended by Proposition 111. (Res. No. 62-2014) Approve Resolution establishing an appropriations limit for Fiscal Year 2014-2015 pursuant to Article XIIB of the California Constitution as Amended by Proposition 111. (Res. No. 63-2014)

Item 4D: Adopt Resolution Updating Signatories for the City of Sonoma’s Financial Institution Accounts. (Removed from Consent Calendar, see below)

Item 4E: Adoption of an ordinance amending the Development Code to establish a process for addressing requests for reasonable accommodation. (Ord. No. 07-2014)

Item 4F: Approval and Ratification of the Appointment of James Cribb to the Planning Commission.

City Manager Giovanatto removed and tabled Item 4D. The public comment period was opened and closed with none received. It was moved by Clm. Gallian, seconded by Clm. Edwards, to approve the items remaining on the Consent Calendar as presented. The motion carried unanimously.

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

There were no consent calendar items.

6. PUBLIC HEARINGS

Item 6A: Discussion, consideration, and possible action regarding the Chase Street Bridge Replacement Project, including consideration of a Negative Declaration.

Mayor Cook opened the public hearing. Public Works Director Takasugi reported that the proposed project would replace the existing Chase Street Bridge over Nathanson Creek, between Broadway and Austin Avenue. The bridge had been determined by Caltrans to be structurally deficient and functionally obsolete. Because it was within the 100-year floodplain the replacement structure would need to facilitate the flow of water within the creek. The new bridge would be a single-span concrete slab bridge, approximately 30 feet long. Takasugi also reported that a CEQA Draft Initial Study had been completed and Council was being asked to approve it along with a Mitigated Negative Declaration. Staff was pursuing right-of-way acquisition and expected construction to commence in July 2016.

The public comment period opened and closed with none received. Councilmembers expressed their support for the project. It was moved by Clm. Gallian, seconded by Clm. Hundley, to adopt Res. No. 64-2014 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ADOPTING A MITIGATED NEGATIVE DECLARATION AND MITIGATION MONITORING PROGRAM FOR THE CHASE STREET BRIDGE REPLACEMENT PROJECT AT NATHANSON CREEK. The motion carried unanimously.

Item 6B: Discussion, consideration, and possible introduction of an ordinance amending Title 18 of the Sonoma Municipal Code (Sign Regulations).

Mayor Cook opened the public hearing. Associate Planner Atkins reported that the City Council and Design Review and Historic Preservation Commission (DRHPC) met in a joint session on June 3, 2009 and the Commission was requested to revise the sign guidelines. Since that time, they reviewed, considered and discussed proposed changes at several meetings. Input had been received from sign makers, the real estate community, and the Economic Development Advisory Committee. She described the various changes that were being proposed and explained that they were meant to make the requirements more business friendly by increasing the types of applications that could be reviewed and acted upon administratively.

Responding to questions from Councilmembers, Atkins explained the definition of “portable free standing signs” and that regulations for real estate signs were located in another section of the Code. In response to an inquiry from Clm. Edwards, Atkins stated that staff dealt with approximately fifty sign code violations a year; each taking between one and four hours of staff time. In response to an inquiry from Clm. Gallian, Atkins stated that the largest representation at the public meetings was of the real estate community.

Mayor Cook invited comments from the public. Kelso Barnett, DRHPC Chair, stated the Commission spent a great deal of time and effort on the proposed updates and revisions to the Code. They had agreed that Sonoma was special and unique and that the signage should be reflective of that. He encouraged the Council to adopt the proposed changes.

Clm. Agrimonti stated that the business person who had spoke at the last Council meeting regarding sign regulations had made an impression on her and she was sensitive to the local merchants because they were up against a lot of competition.

Clm. Edwards pointed out that the County was currently dealing with the issue of the proliferation of A-frame signs in Kenwood. He said if they were permitted, there would be the issue of pedestrians trying to navigate the sidewalks. Clm. Edwards felt the proposed ordinance included adequate avenues for creativity by the merchants to remain competitive. Clm. Agrimonti added that each process for sign approval came with a cost to the merchants and she would like to see balance. Clm. Edwards pointed out that none of the merchants were present.

Clm. Hundley stated she agreed with the spirit behind the proposed changes and that she wanted to be able to direct business owners to the signage options that were available to them.

Clm. Gallian stated that the proposed ordinance may not be a perfect product but she wanted to move it forward. She moved, and Clm. Agrimonti seconded, to introduce the ordinance entitled AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA AMENDING TITLE 18 OF THE SONOMA MUNICIPAL CODE BY AMENDING THE SIGN REGULATIONS AS THEY PERTAIN TO ADMINISTRATIVE REVIEW, SIGN REVIEW, FREESTANDING SIGNS, ANIMATED SIGNS, AND SIGN PROGRAMS. The motion carried unanimously.

7. REGULAR CALENDAR – CITY COUNCIL

Item 7A: Discussion, consideration and possible action selecting the 2015 City of Sonoma Alcalde.

City Manager Giovanatto reported that the Alcalde Nomination Committee had met and forwarded three names to the Mayor for consideration. Mayor Cook announced his nominee as the 2015 Alcaldessa was Marcie Waldron. It was moved by Clm. Edwards, seconded by Clm. Gallian, to ratify the nomination. The motion carried unanimously.

RECESS: The meeting recessed 6:30 to 6:35 p.m. so that Mayor Cook could call Ms. Waldron and inform her of her selection as the 2015 Alcaldessa.

Item 7B: Discussion, consideration and possible action on a proposal for the upgrade and re-use of the Maysonnave Cottage through a long-term lease.

Planning Director Goodison reported that in 2012 the City Council decided not to demolish the Maysonnave Cottage and began exploring alternative uses for it. In response to a request for proposals for the re-use of the cottage, Benchmark/Hoover submitted a proposal to lease the property for twenty years with an allowance for the cottage to be used as a vacation rental in exchange for lease payments and the renovation of the cottage to a residential occupancy standard. At the conclusion of the lease, the City could then use the accumulated lease payments to improve the cottage to a public standard. In November 2013, the Council approved the proposal in concept and directed staff to negotiate a lease. Goodison stated that lease negotiations had been lengthy and complicated due to the unusual nature of the proposal; however, agreement in principle had been reached on all points except for one that required Council direction. He explained that there was a possibility that the development project could be determined to be subject to prevailing wage requirements which would up the cost significantly and the developers were seeking relief from the City should that occur. Benchmark/Hoover requested that if the payment of prevailing wages was required the City reimburse them for the cost difference, which they estimate at \$15,000 to \$22,500.

Clm. Edwards confirmed that once completed the vacation rental would collect Transient Occupancy Tax. Clm. Agrimonti confirmed that the \$15,000 to \$22,500 was associated with hours worked. In response to inquiry by Clm. Hundley, Goodison explained that the prevailing wage could be triggered if someone were to file an inquiry, claim or complaint with the State Department of Labor.

Mayor Cook invited comments from the public. John Fanucchi stated that the will of Henry Maysonnave specified the property was to be used as a museum or park. He questioned where the extra money would come from if the City had to pay. Goodison stated that funding for the project had been set aside in the Special Project Fund and because of a cost saving realized on the electrical upgrade there were adequate funds for this expense, should it be incurred. Fred Allebach spoke in support of paying a living wage.

A discussion ensued amongst Councilmembers and staff regarding the issues of possible liability, attorney fees and penalties. It was moved by Clm. Gallian, seconded by Clm. Edwards, to authorize payment to Benchmark/Hoover in an amount not to exceed \$22,500 should the project become subject to the prevailing wage and to require that any penalties assessed by the State to be paid by the developer. The motion carried unanimously.

Item 7C: Discussion, Consideration and possible action regarding the annual assignment of Councilmembers to various Boards and Committees.

Mayor Cook stated that he had consulted with each Councilmember regarding their desired committee assignments and then read them aloud. The public comment period was opened and closed with none received. It was moved by Clm. Agrimonti, seconded by Clm. Gallian, to approve the assignments. The motion carried unanimously.

Item 7D: Discussion, consideration and possible action approving the Annual City Council Meeting Calendar for 2015 and adopting a resolution establishing the regular meeting dates.

City Manager Giovanatto presented the 2015 meeting calendar with a recommendation that Council consider going dark the first meeting in August to allow some time off for scheduling vacations. It was moved by Clm. Gallian, seconded by Clm. Hundley, to cancel the first meeting in August and to adopt Resolution Number 65-2014 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA AND THE CITY COUNCIL AS SUCCESSOR AGENCY ESTABLISHING THE REGULAR MEETING DATES OF THE CITY COUNCIL FOR THE 2015 CALENDAR YEAR. The motion carried unanimously.

Item 7E: Presentation by City Attorney Walters: Overview of the Ralph M. Brown Act and Summary Ethics Provisions.

City Attorney Walter presented information regarding the Brown Act, Ethics (AB1234) and the City's stationery use policy.

Mayor Cook invited comments from the public. Fred Allebach commented about ad hoc subcommittees relative to the Brown Act.

Jack Wagner inquired how lobbyists fit in the subject. Attorney Walter explained that Councilmembers needed to exert caution when talking to lobbyists or reporters because they could create a situation where a third person was brought into a conversation.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

There were no regular calendar items.

9. COUNCILMEMBERS' REPORTS AND COMMENTS

Clm. Gallian reported attendance at the SCTA/RCPA and NB Division meetings; the Employee Appreciation Party, Wreaths Across America, Lighting of Snowman at Cornerstone, Sister Cities Association Party, and the Firefighters' Association Party.

Mayor Cook reported attendance at the Library Advisory Board meeting.

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

City Manager Giovanatto commended Public Works staff for their excellent around-the-clock efforts that reduced the impacts of the recent rains. She reminded the public that although we had received significant rainfall, they still needed to conserve water.

11. COMMENTS FROM THE PUBLIC

A business owner who did not give her name stated she was sorry to have missed the discussion regarding the sign ordinance. She said that small business owners had not been included in the ordinance discussions; but she was happy that DRHPC Chair Barnett had agreed to meet with her and other business owners to discuss their concerns.

12. ADJOURNMENT

The meeting was adjourned at 7:51 p.m.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the Sonoma City Council on the day of 2015.

Gay Johann
Assistant City Manager / City Clerk



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4C

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval and Ratification of the Reappointment of Robert Felder to the Planning Commission for an Additional Two-Year Term.

Summary

The Planning Commission consists of 7 members and one alternate who serve at the pleasure of the City Council. Commissioners may serve for a total of eight years (Two-year term, Four-year term, Two-year term). Seven members and the alternate must reside within the City limits.

Robert Felder was originally appointed to the Planning Commission on January 21, 2009. Mayor Cook has nominated him for reappointment for an additional two-year term.

Recommended Council Action

Approve and ratify the reappointment.

Alternative Actions

Council discretion.

Financial Impact

N/A.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

None.

cc:

Robert Felder via email



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval and ratification of the appointment of Alice Liddell to the Community Services and Environment Commission for a two-year term.

Summary

The Community Services and Environment Commission (CSEC) consists of nine members and one alternate who serve at the pleasure of the City Council. Of the nine members, one is designated as a representative of the youth in the community. Five of the members and the alternate must be City residents.

This appointment will be to fill the vacancy created by the resignation of Cameron Stuckey. Ms. Liddell has served as the CSEC Alternate since August 18, 2014 and Mayor Cook has nominated her for appointment as a regular member of the Commission for a two-year term.

Recommended Council Action

Approve and ratify the appointment.

Alternative Actions

Council discretion.

Financial Impact

N/A.

Environmental Review

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

Status

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

Attachments:

None

Alignment with Council Goals: N/A

cc: Alice Liddell, via email



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4E

Meeting Date: 01/07/2015

Department

Planning

Staff Contact

Wendy Atkins, Associate Planner

Agenda Item Title

Second reading and adoption of ordinance amending Title 18 of the Sonoma Municipal Code (Sign Regulations).

Summary

The Design Review and Historic Preservation Commission (DRHPC), as requested by the City Council, has developed proposed changes to the Sign Ordinance that would accomplish the following: prohibit moving and animated signs; address ideological and religious signs; and make a best effort to ensure that the Sign Regulations comply with case law concerning First Amendment rights. The introduction and first reading of the proposed ordinance amendments was conducted at the December 15, 2014, Council meeting, at which time the Council voted 5-0 to introduce the ordinance.

Note: At the request of a member of the local business community, the DRHPC will hold a discussion of the current policies and regulations pertaining to portable free-standing signs at its meeting on January 20, 2015. However, this discussion is not directly related to the ordinance before the City Council, as it does not include any substantive changes to those regulations. If any potential policy changes emerge from the DRHPC review, they will be reported out to the Council for discussion and direction.

Recommended Council Action

Hold the second reading and adopt the ordinance amending Title 18 (Sign Regulations) of the Sonoma Municipal Code.

Alternative Actions

Council discretion

Financial Impact

The review of the Sign Ordinance is being accomplished through the normal operation of the Planning Department.

Environmental Review

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

Status

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

Attachments:

1. Draft Ordinance
-

Alignment with Council Goals:

The update of the Sign Ordinance relates to the "Public Service" goal, as it makes it more business-friendly by streamlining sign review regulations.

cc: DRHPC Sign Regulations Mailing List

CITY OF SONOMA

ORDINANCE NO. XX-2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA
AMENDING TITLE 18 OF THE SONOMA MUNICIPAL CODE BY AMENDING
THE SIGN REGULATIONS AS THEY PERTAIN TO ADMINISTRATIVE
REVIEW, SIGN REVIEW, FREESTANDING SIGNS, ANIMATED SIGNS, AND
SIGN PROGRAMS

THE CITY COUNCIL OF THE CITY OF SONOMA DOES ORDAIN AS FOLLOWS:

Section 1. Title 18 of the Sonoma Municipal Code is hereby amended to read as follows (revisions indicated through the use of strikeouts and underlining).

Chapter 18.04

GENERAL PROVISIONS

18.04.010 Purpose and intent.

The purpose of controlling and regulating signs within the city of Sonoma is to protect and benefit the public health, safety and general welfare of the city, its merchants, and property owners by ensuring compatibility with the city's unique historic character and with its adopted plans; to safeguard and enhance property values and protect public and private investment in buildings and open space; to protect and enhance the appearance of the city as a place in which to reside and work and as an attraction to nonresidents who come to visit and trade; to assure proper and efficient expression through visual communications involving signs compatible with the character and environment of the city; to protect night views of the city with regard to lighting displays; to encourage sound signing practices as an aid to business and for information to the public; to prevent visual clutter, excessive and confusing sign displays and to reduce hazards to motorists and pedestrians; and to protect the neat, clean, orderly, and attractive appearance of the city. The intent of this title is to provide uniform standards for the regulation of signs, including but not limited to the number, type, size, materials, placement, and design of signs, and including the prohibition of signs which are found to be garish, excessively brilliant, and/or inappropriate to the character of the city, while not intending to discourage creative design.

Chapter 18.12

PERMITS/ADMINISTRATION

18.12.010 Application for permit.

Any person, business or other enterprise wishing to erect, display, move, alter, or replace any sign within the limits of the city of Sonoma, shall first apply for and obtain a permit from the planning division, except for those signs specifically listed under SMC 18.12.080, Exemptions, or made otherwise exempt under this title. All applications must be determined to be complete prior to consideration or review. No permit shall be issued unless a finding is made that the sign or signs subject to the permit shall be installed and maintained in a manner consistent with the provisions of this title including the provisions of SMC

[18.60.010](#), Appendix A – Design guidelines for signs, and SMC [18.60.030](#), Appendix B – City of Sonoma lighting application standards.

18.12.020 Administrative review.

A. Allowance for Administrative Review. The following sign applications shall be considered and acted upon by administrative review by the planning director or his or her designee, subject to the regulations in this title, the design guidelines for signs (SMC [18.60.010](#), Appendix A – Design guidelines for signs) and the limitations listed below:

1. Replacement of existing conforming signs;
2. Relocation of previously approved signs;
3. New wall signs of 10 square feet in area or less;
4. New projecting or hanging signs of six square feet or less per side;
5. Temporary signs or banners for community events that are larger than six square feet or posted in a public place, and beacons or flashing lights for community or special events;
6. Temporary business signs pending review by the ~~design review commission~~ DRHPC for permanent business signage;
7. Window signs that cover less than 10 percent of the aggregate area of each window facing a public right-of-way;
8. Portable freestanding signs that are consistent with SMC [18.20.140](#).

B. Limitations on Administrative Review. Notwithstanding the allowances set forth in subsection (A) of this section, administrative review shall not be applicable when the application would result in:

1. More than two signs for the business;
2. Lettering of informational text that exceeds four inches in height;
3. Illumination;
4. A sign in a residential zone;
5. A new multi-tenant sign;
6. A roof sign; or
7. A permanent freestanding sign.

8. Such other signs as specifically made subject to DRHPC review throughout the provisions of this Title.

In such cases, the application shall be referred to the ~~design review commission~~ DRHPC.

C. Plaza and Highway 12 Corridor. The planning director or his or her designee may, upon finding that a sign has high visibility within the Plaza and historic area or the Highway 12 corridor, determine that administrative review is not appropriate, and may require design review as under SMC [18.12.030](#).

18.12.030 Design Sign review.

The ~~design review and historic preservation commission (DRHPC)~~ shall have the authority to approve, disapprove, or approve with modifications or conditions, all applications for a sign permit in accordance with all chapters and sections of this title, all applicable titles and chapters of this code, and the appendices accompanying this title (SMC [18.60.010](#), Appendix A – Design guidelines for signs, and SMC [18.60.030](#), Appendix B – City of Sonoma lighting application standards), except for sign applications determined by the planning director or his or her designee to be within the purview of administrative review as described above under SMC [18.12.020](#), Administrative review, or exempt as under SMC [18.12.080](#), Exemptions, or upon appeal from the planning director pursuant to SMC [18.12.040](#), Appeal.

18.12.0340 Findings

1. Basic findings. In order to approve any application for sign review, the review authority must make all of the following findings:
 - a. The proposed signage complies with applicable policies and regulations, as set forth in this Sign Ordinance (except for approved variances), all other city ordinances, and the General Plan;
 - b. On balance, the proposed signage is consistent with the purpose and intent expressed by Section 18.04.010 and the applicable guidelines for signs set forth by SMC 18.16.010, Appendix A; and,
 - c. The proposed signage is harmonious and consistent overall with the location of the site, including adjacent and surrounding development and its environmental features.
2. Proposed signage within the Historic Overlay District. In addition to the basic findings set forth in subsection (1) of this section, the review authority must make the following additional findings for any project located within the Historic Overlay district:
 - a. The proposed signage will not impair the historic character of its surroundings;
 - b. The proposed signage substantially preserves the qualities of any significant historic structures or other significant historic features on the site.

18.12.0450 Appeal.

Any action taken by the planning director or his or her designee may be appealed to the DRHPC. Any action taken by the DRHPC may be appealed to the city council as set forth under SMC Title 19.

18.12.0560 Other permits required.

In addition to the requirements of this title, all signs shall be in conformance with applicable requirements of the ~~Uniform~~ California Building Code as adopted with amendments by SMC Chapter 14.10 (UBC Construction Codes). ~~Whenever and where required by the UBC Chapter 14.10, the owner shall obtain a building permit prior to installation. Illuminated signs shall require an electrical permit in accordance with the current version of the electrical code adopted within Chapter 14.10 as provided in the Uniform Electrical Code.~~

18.12.0670 Submittal requirements.

An application for a sign permit shall contain all of the following, which shall be provided to the planning division in order to be considered a complete application:

- A. A completed application for sign review on the City's form;
- B. Payment of the appropriate fee;
- C. Supplemental information, as follows:
 - 1. A scale drawing(s) of each proposed sign, no larger than 11 inches by 17 inches, accurately depicting all size dimensions, including lettering (height(s), width/length(s), thickness), and appearance, including all text, copy, logos or symbols, borders, colors, other design features, materials, structural support and bracing components, lighting, and all other relevant elements. Colors may be indicated by writing the names of the colors to be used, with color samples provided at the DRHPC meeting, or by submission of color chips or a colored rendering. Scale drawings shall include a section view, as well as face view, if relevant to a full description of the sign.
 - 2. Building elevations, drawn to scale in an 11-inch-by-17-inch or smaller format, showing the placement of each sign on the building face, and profiles of the building and sign for projecting signs. For existing buildings, photographs may be used, with an overlay or other form of simulation for the proposed sign. (This requirement may be waived by the planning director.)
 - 3. A site plan, drawn to scale in an 11-inch-by-17-inch or smaller format, showing the location of buildings, parking, streets, and drives relevant to any proposed sign, and indicating the location of all signs. The site plan should clearly depict the primary and secondary street frontage. (This requirement may be waived by the planning director.)

18.12.0780 Life of permits – Expiration.

Unless specified as temporary or given an expiration date as a condition of approval by the planning director or the DRHPC, a sign permit shall expire upon the ~~prior~~ occurrence of:

- A. The permanent closing or ending of a business or enterprise;
- B. A business or enterprise moving from the location where the sign was permitted;
- C. A new permit ~~is~~ being granted for a replacement sign;
- D. Three months after removal of the sign from the premises;
- E. One year from the date of ~~after~~ issuance if the permit is ~~un~~ not used (the sign is not erected) within that time period;
- F. Immediately upon a determination that the sign has not been erected in conformance with any permit, has not been maintained in conformance with any permit, is in violation of any provision of this title, the SMC, or any other applicable ordinance, city rule or regulation, or has become a nuisance or other sanitary or health hazard.

Except as specifically stated within this Title, Ppermits for nonexempt temporary signs shall expire three months from the date of issuance of the permit, or 48 hours after the end of an event or purpose for which the sign is erected, whichever is less, unless otherwise specified with an expiration date by the planning director or his or her designee or the DRHPC.

18.12.0890 Exemptions.

The following signs may be erected without a permit provided they are not illuminated and contain no reflective painted material. These signs shall not be included in the measurement of total allowable sign area on a site:

- A. Identification, directional, or information signs not exceeding one square foot in area, and four in number.
- B. Bulletin boards containing public or institutional information not exceeding eight square feet in area when on the premises of public, religious, or charitable institutions or locations available to the public, such as shopping centers, and set back at least 10 feet from the street right-of-way.
- C. Official traffic signs or other municipal governmental signs, legal notices, advertisements prescribed by law, signs indicating the location of buried utility lines or a notice posted by a governmental official in the scope of his or her duties.
- D. Construction signs not to exceed one in number for each construction site and not to exceed 16 square feet in commercial zones nor six square feet in other zones. Such signs shall not be erected prior to the commencement of construction, and shall be removed before final inspection is approved by the building official.
- E. Subdivision Signs. One information sign is permitted for each subdivision. Such signs shall not be erected prior to construction and shall be removed when within 10 days of all units are being initially sold.

The sign shall be located on the subdivision premises, and shall not exceed 24 square feet. This subsection shall not prohibit a permanent subdivision identification sign from being erected with a permit.

F. Special community event signs and/or banners advertising a community-wide event of general interest and sponsored by a noncommercial community group, provided the sign not exceed six square feet, nor ~~is~~ be displayed for longer than 105 consecutive days.

G. Street address signs with lettering no larger than six inches high. Notwithstanding anything in this section, these signs may be illuminated and may contain reflective paint or material.

H. Minor repairs to a sign to keep it in a well-maintained condition as required by this title, or any repair to a sign conforming with this title so long as the repair does not result in an increase in the size of the sign, or alter the sign in a way which results in a violation of any condition of approval or of this title.

I. Grand opening signs, and temporary event signs and/or banners, limited to one in number, and for a period not to exceed ~~105~~ consecutive days, ~~twice~~ three times per year.

J. Identification signs on vehicles indicating the name and/or nature of the business for which the vehicle is used, if attached in a permanent manner.

K. Real estate signs conforming to SMC 18.20.155. However, certain real estate signs shall require discretionary review by the planning director or his or her designee or the DRHPC as provided for in SMC 18.20.155(C), (D)(4), and (G). Such signs shall be displayed for no longer than the sale or lease of the property being advertised is completed or 18 months if the property is not sold or leased with that time.

L. Political signs, ideological, religious, or signs having any other message which are displayed within 90 days prior to pertaining to a valid election held within the city may be displayed without a permit, subject to the following regulations:

1. Size. Each sign shall not exceed eight square feet in area or a total aggregate sign area of 32 square feet on a single parcel.
2. Time. Each sign shall be removed within 10 days following the election.
3. Unimproved Property. If the signs pertain to a valid election and are to be displayed on unimproved property, the candidate shall file written approval of the property owner and a deposit of \$25.00 with the city clerk for the signs, to be refunded upon removal of the signs.
4. ~~Political~~ Signs shall not be displayed on public property.

M. Gold lettering on a window ~~may be~~ is exempted only from inclusion in the aggregate sign area of a building ~~at the discretion of the DRG,~~ and is otherwise subject to the city's permit requirements.

18.12.09100 Permit records.

A copy and record of each sign permit issued shall be kept on file with the city.

18.12.1010 Variance provision.

Creative design is not intended to be discouraged by the provisions of this title; therefore a variance from these regulations may be approved consistent with Chapter [18.40](#) SMC, Variances.

Chapter 18.16

GENERAL REGULATIONS

18.16.021 Aggregate sign area.

A. Primary Street Frontage. For the first 30 feet of primary frontage of the parcel, the allowable aggregate sign area shall be three square feet of sign area for each five lineal feet of primary frontage. For primary frontage of more than 30 feet, two additional square feet of sign area shall be permitted for each five lineal feet of primary frontage in excess of 30 feet.

B. Secondary Frontage. In addition to the above, one square foot of sign for each five lineal feet of parcel frontage on a secondary street shall be allowed.

C. Forty-Foot Sight Distance. In addition to subsections (A) and (B) of this section, the allowable aggregate sign area may be increased by 50 percent if the structure involved and the sign are located more than 40 feet from the centerline of the street on which they face. The increased aggregate sign area shall not increase the maximum sign sizes as provided below or in the specific regulations.

D. One-Hundred-Fifty-Foot Site Distance. If the sign and the structure involved are more than 150 feet from the centerline of the street on which they face, the aggregate ~~permitted~~ sign area permitted may be increased by an additional 25 percent to that allowed by the 40-foot sight distance in subsection (C) of this section. If this section applies, the individual sign sizes as permitted by subsections (E) and (F) of this section may also be increased by 25 percent.

E. Minimum Allowed Sign Area. Any business not having the necessary frontage (or floor area as in subsection (F) of this section) to permit at least six square feet of aggregate sign area shall, in any event, be permitted six square feet of aggregate sign area.

F. Multiple Businesses. Where two or more businesses or occupancies exist in any one building, the aggregate sign area shall be prorated among tenants in direct proportion to the floor area for each use.

G. Multisided Signs. In computing ~~aggregate sign~~ sign area of a strictly two-sided sign (back to back), each face shall be multiplied by 0.75. Multisided signs other than double-faced signs, constructed with faces at any angle, shall be counted as one sign per face. Other signs constructed in the form of a cylinder, sphere or similar figure shall be considered as one sign and the total surface area shall be computed as sign area.

18.16.032 Signs in residential zones.

No commercial signs shall be allowed in residential zones except as otherwise permitted by SMC 18.12.090 and as with the exception of the followings:

A. Except for bed and breakfasts and home occupations, one non-illuminated identification sign no larger than five square feet may be allowed for a permitted business within the historic overlay district, or for a legal, nonconforming business in a residential zone.

B. One subdivision or apartment identification sign is allowed for each project in any residential zone. Such signage shall be permitted only on the site of the use being identified. The sign shall not exceed 10 square feet in area, with a maximum horizontal length of five feet. In the case of freestanding signs, a maximum of seven square feet per sign with a maximum horizontal length of five feet is allowed.

C. Bed and breakfast signs shall be limited to two square feet in area, and one in number.

D. No window display of products, nor signs advertising the location of a home occupation shall be permitted in a residential zone.

18.16.040 Maintenance.

The owner of any sign shall properly maintain all parts and supports of the sign. Signs and sign structures shall be maintained at all times in a state of good repair and finish, with all braces, bolts, and structural parts and supporting frames and fastenings free from deterioration, rot, rust and loosening. No person shall maintain, or permit to be maintained on any premises owned or controlled by him/her, any sign which is sagging, leaning, fallen, decayed, deteriorated or otherwise dilapidated or unsafe. The planning director or his or her designee shall give written notice to the owner of any sign determined to be improperly maintained. After 30 days, any sign not properly maintained or removed shall be deemed to be noncomplying in violation of this section, in violation of this code, and subject to the abatement provisions of this title.

18.16.050 Compliance with regulations of the California Public Utilities Commission.

Notwithstanding any other provisions of this title, no sign shall be constructed, erected, installed or maintained in any manner that conflicts with any rule, regulation or order of the California Public Utilities Commission pertaining to the construction, operation, and maintenance of public utilities.

Nothing in this section shall extend the time for a sign that is exempt under SMC 18.12.090 to be displayed in accordance with that section.

*Code reviser's note: Sections 18.20.011 through 18.20.020 of this chapter were editorially renumbered as 18.20.110 through 18.20.200 to prevent duplication of numbering after the amendments of Ordinance 03-2011.

Chapter 18.20

SPECIFIC REGULATIONS

18.20.110 Banners.

Decorative banners and flags may be used for grand opening or special events for a maximum period of 15 consecutive days, or for holidays for a period of no more than 45 total days per year and may be permanently displayed if first approved by the DRHPC. In no event shall advertising copy be displayed on any banner.

18.20.120 Freestanding (or monument) signs.

A. Number. Freestanding signs shall be limited to one per parcel or property.

B. Height. The top of a freestanding sign, including the sign structure, shall not exceed 12 feet.

C. Placement. Every freestanding sign shall be wholly on the property occupied by the use or uses identified or advertised, and no less than ~~not within~~ six feet from the nearest roadway of any vehicular right-of-way, and not over any part of the or public pedestrian sidewalk or walkway-, whichever is closer. Any variance to the provisions of this section shall, in addition to other findings required by Section 18.40.030, require a finding that the sign will not limit, restrict, impede, or impair sight distance or visibility.

18.20.130 Illuminated signs and/or exterior business lighting.

A. Intent. Illumination of signs and of business frontage, facilities, and products is a very sensitive issue in the city of Sonoma. Although it is recognized that illuminated signs and exterior advertising lighting may allow identification of businesses and their products at night, illuminated signs are considered generally inappropriate except for businesses which normally operate in the evening hours. Exterior night lighting of commercial areas should produce no glare, spillage, or excessively bright lighting. Where illumination is determined essential or permissible by the DRHPC or the planning commission, it shall be as subdued as possible, allowing for legibility. The DRHPC recognizes that new technologies have been developed related to illuminated signs and would like to promote creativity in the design of illuminated signs. Special consideration should be given to the historical significance of the surrounding area while considering the historical appropriateness of the sign. In addition, an illuminated sign shall not flash, blink, move, or scintillate.

B. Restrictions.

1. Size. Interiorly illuminated signs, where permitted, shall not exceed 27 square feet in area. Each face of a two-sided interiorly-illuminated sign shall not exceed 18 square feet. Exteriorly illuminated signs shall not exceed 32 square feet in area. Each face of a two-sided exteriorly illuminated sign shall not exceed 21 square feet in area.

2. Brilliance. No sign or exterior business lighting shall be permitted that produces glare or light spillage, or that is more intense than is necessary to legibly illuminate a sign or exterior area. Signs and exterior lighting that are excessively brilliant are prohibited. Where lighting is provided, it shall be subdued. In determining whether a sign or exterior lighting is excessively brilliant, consideration shall be given to the following:

- a. The size of the sign or area to be lit;
- b. The percentage of the white or light-colored portions of the sign or exterior area, or potential for light reflection of areas to be lit;
- c. The brightness or level of lighting for the sign or area;
- d. The distance from the public right-of-way;
- e. The proximity of surrounding signs and other exteriorly lit businesses; and
- f. The nature of the surrounding area.

Whenever a sign or business lighting is to abut a residential area, the DRHPC shall consider the illumination times, the location of the sign and/or lighting, the height and direction of the light sources, and the level of light and its intensity.

3. Illumination. Exterior illumination of signs or exterior business areas shall be accomplished through lights concealed from all public areas so that the light source is not visible. Flood lights shall be shielded on all sides but that facing the sign or exterior area. Flood lights for exterior lighting must be concealed in some manner (including landscaping or a building feature) and be directed only toward areas where specifically needed. No light spillage or glare shall be allowed into areas not intended to be lit or onto neighboring properties. It is recommended that the surface brightness shall not be greater than 100 foot-lamberts.

All illuminated signs or exterior business areas shall be lit with the minimum necessary level of lighting to provide legibility or subtle security lighting at normal sight distances. Interiorly illuminated signs are prohibited in residential zoning districts.

4. Illuminated Window Signs. One illuminated window sign no more than two square feet in area may be permitted. Such a sign shall be counted as one sign, and shall be included in the aggregate sign area. A neon sign shall be considered an illuminated window sign.

5. Illuminated signs and exterior lighting shall conform to the lighting standards in SMC [18.60.030](#), Appendix B – City of Sonoma lighting application standards and applicable sections of the California Building Energy Efficiency Standards.

6. Within 60 days after the installation and lighting of an illuminated sign and/or exterior lighting, the DRHPC shall require alteration of the intensity if the sign or lighting violates any of the provisions herein or the guidelines and standards of SMC [18.60.010](#), Appendix A – Design guidelines for signs, or SMC [18.60.030](#), Appendix B – City of Sonoma lighting application standards.

7. Any existing sign which is determined by the DRHPC, planning commission, or city council to violate any of the above provisions shall be subject to reduction of intensity or to the provisions of this title regarding abatement and enforcement (Chapter [18.44 SMC](#)).

18.20.140 Portable freestanding signs.

A. Intent. It is the intent of this section to minimize the use of portable freestanding signs in order to minimize visual clutter and conflicts on sidewalks and to ensure that when portable freestanding signs are allowed that they are harmonious with their surroundings and distinctive in their design and creativity.

Portable freestanding signs shall be allowed only when approved by the planning director or his or her designee upon a finding that special circumstances exist regarding the applicant's business location that require a freestanding portable sign. Examples of such special circumstances include, but are not limited to: (1) the business is not visible from the street on which it lies; (2) options for permanent signs have been exhausted; or (3) some other valid physical justification. Portable freestanding signs shall be designed so as to be compatible with the architecture of the building in which the applicant's business is located and compatible with other buildings on the same block and in the same vicinity as the applicant's business. Generic design, signs having an A-frame design, prefabricated signs, and plastic material shall be discouraged and shall not be subject to DRHPC review.

B. Portable freestanding signs may be approved by the planning director or his or her designee anywhere in the city in conformance with this section except in commercial shopping centers with approved sign programs and on sidewalks surrounding the Plaza with the exception of the Place des Pyrenees.

C. An applicant that moves his or her business to a new location must apply for a new approval if the applicant desires to place a portable freestanding sign at the new business location. Approval for a portable freestanding sign at one location is not transferable to another location.

D. The following limitations shall apply to portable freestanding signs:

1. If the lineal feet of street frontage at the location at which an applicant desires to place a portable freestanding sign is less than 40 feet, the maximum allowable size of a freestanding sign shall be five square feet. The freestanding sign shall not exceed a maximum width of 24 inches and a maximum height of 48 inches.

2. If the lineal feet of street frontage at the location at which an applicant desires to place a portable freestanding sign is 40 feet or greater, the maximum allowable size of a freestanding sign shall be six square feet. The freestanding sign shall not exceed a maximum width of 30 inches and a maximum height of 48 inches.

3. Portable freestanding signs shall be of stable construction and braced as necessary to prevent collapse or toppling. If a sign has wheels, the wheels must be capable of locking.

4. Portable freestanding signs shall be located on the property of the business which it advertises or on the sidewalk fronting that property. Portable freestanding signs shall not be placed on the

street. Portable freestanding signs located on sidewalks shall be located within two feet of the building frontage or the interior of a sidewalk. Portable freestanding signs shall be located so as not to obstruct pedestrian traffic or disabled person access and shall not be placed in a location that presents a hazard. A minimum sidewalk clearance of five feet shall be required. Portable freestanding signs shall not have any moving parts, projections, or lighting.

5. Only one portable freestanding sign shall be allowed per business. Portable freestanding signs authorized by the planning director or his or her designee shall not be counted against the number and aggregate sign area to which a property is otherwise entitled under this title.

6. No more than two portable freestanding signs shall be displayed at any time at one building or business property, except that the Place des Pyrenees alley businesses may be permitted to display a maximum of three portable freestanding signs at any one time at a building or business property.

7. Portable freestanding signs shall be displayed only during business hours.

8. There shall be at least 10 feet between portable freestanding signs, except that the Place des Pyrenees alley businesses shall be permitted a four-foot spacing between portable freestanding signs.

9. As a condition to the authorization of portable freestanding signs by the planning director or his or her designee, the applicant shall be required to furnish to the city proof of insurance and to execute an agreement obligating the permittee to indemnify and hold the city harmless from any action, claim or expense that may occur as a result of the placement of the portable freestanding sign on any sidewalk or public right-of-way. Any person who fails to furnish the required proof of insurance and indemnification in connection with the placement of a portable freestanding sign shall be in violation of this chapter and the sign shall be subject to immediate removal by the city.

10. At such time as vehicular traffic is no longer permitted at the Place des Pyrenees, portable freestanding signs shall no longer be permitted. All authorizations for portable freestanding signs issued by the planning director or his or her designee shall immediately terminate and be of no further force or effect. All temporary freestanding signs placed at the Place des Pyrenees after the date traffic is no longer permitted shall constitute a violation of this chapter.

E. Applications for portable freestanding signs that do not meet the limitations set forth above shall be subject to the review and approval of the DRHPC, which may, but is not required to, permit exceptions to the dimensional standards set forth above if it finds that:

1. The circumstances of the sign location or design necessitate the granting of such exceptions in order to provide adequate visibility, address unique site conditions, or provide for enhanced design quality or creativity; and

2. The proposed exception to dimensional standards is consistent with the intent of this section; and

3. The proposed exception to dimensional standards, if granted, would not result in the approval of a portable freestanding sign that is in excess of 72 inches in height.

18.20.155 Real estate signs.

A. Intent. Real estate signs for the purpose of advertising a property is for sale or lease shall be permitted provided such signs conform to the requirements of this section and are limited in duration to the time period established under SMC 18.12.090 or as may e extended under this section.

B. Real estate signs (commercial, corporate) shall conform to the following requirements:

1. Number, Display. One sign advertising that a property is for sale, lease or exchange is permitted on each building frontage to be displayed on the subject property by the owner or his/her agent, and may include the owner's or agent's name, address, and telephone number.

2. Size. Real estate signs may be two-sided and shall be no larger than eight square feet per side. Real estate signs for large properties (over 25,000 square feet of building area) may be two-sided and shall be no larger than 32 square feet per side.

C. Real estate signs (commercial, noncorporate) shall require review by the DRHPC. Real estate signs shall be compatible with the architecture of the building they advertise. Generic design, prefabricated signs, and the use of plastic materials are discouraged.

D. Real estate signs (residential, one to four units) shall conform to the following requirements:

1. Number, Display. One real estate sign advertising that a property is for sale, lease or exchange may be displayed on the subject property by the owner or his/her agent, and may include the owner's or agent's name, address, and telephone number.

2. Size. Real estate signs may be two-sided and shall be no larger than eight square feet per side (not including riders and toppers).

3. Freestanding Real Estate Signs. The sign shall be attached to a post (or posts), no larger than four inches square, driven into the ground so that the top of the sign shall not be over six feet above the ground surface. There are two types of additional signs that may be placed on a real estate sign: a rider and a topper. A maximum number of two riders may be placed on the freestanding sign. One topper sign shall be allowed. There are two sizes of allowable rider signs: standard (24 inches by 18 inches); and premium (24 inches by 30 inches). One type of topper is allowed: 24 inches by six inches.

4. Additional freestanding real estate riders or toppers may be allowed subject to the discretion of the planning director or his or her designee.

E. Temporary/Portable Open House Signs. A maximum of two temporary “Open House” signs shall be allowed for any property, with their display limited to the hours that the property is available for viewing. The size of each “Open House” sign shall be limited to 24 inches wide by 18 inches in height.

F. Real estate sign (~~multifamily residential~~, five or more units) shall conform to the following requirements:

1. Number, Display. A maximum of one real estate sign advertising that properties are for sale, lease or exchange may be displayed on the subject property by the owner or his/her agent, and may include the owner’s or agent’s name, address, and telephone number.
2. The real estate sign may be two-sided and shall be no larger than 32 square feet per side.

G. Renewal. Real estate signs (~~multifamily residential~~ five or more units) may be displayed for up to 18 months as provided under SMC 18.12.090. After 18 months, DRHPC review is required and a sign permit application shall be submitted consistent with Chapter 18.12.010. ~~The factor that~~ If the DRHPC should consider in order to determines that whether to allow the continued display of the sign is confirming that the sign has been maintained in a state of good repair and finish, then the DRHPC may allow the display of the sign to continue for a reasonable period of time as determined by the DRHPC.

H. Vacant Lots. Freestanding signs shall be set back at least 10 feet from the property line. Signs may be two-sided and shall be no larger than eight square feet per side. On parcels in excess of one acre, a 16-square-foot real estate sign shall be permitted. The sign shall be attached to a post driven into the ground so that the top of the sign shall not be over six feet above the surface of the ground.

18.20.170 Service station signs.

Service stations signs shall be subject to all other applicable ~~the~~ regulations of this title including the allowable aggregate sign area, with the exception of the number of signs allowable, and Notwithstanding any other provisions of this title, service station signs shall be subject to as superseded by the following limitations, below. ~~Service station signs are subject to the following:~~

A. Freestanding company identification signs, limited to one, shall not exceed 18 square feet on one side, and may be double-faced and illuminated. Identification signs on canopies, limited to a total of three, shall not exceed 10 square feet each. The design review and historic preservation commission (DRHPC) may, at ~~their~~ its discretion (subject to section 18.12.030), exclude logos from the limitations on numbers of signs; however, ~~they~~ it shall review all such sign copy and their proposed locations.

B. In addition to identification signs, additional signs may be permitted as follows:

1. Price signs, limited to one, shall not exceed 12 square feet and shall be permanently affixed (nonportable). Price signs may be double-faced and illuminated.
2. One owner identification sign not to exceed three square feet in area. The sign shall not be illuminated or double-faced.

3. Miscellaneous signs, such as small accessory signs, credit card signs, automated teller machine signs, car wash signs, and food service signs, etc., and other similar signs, shall not count toward the aggregate sign area; provided, that the DRHPC approves their size and locations.

18.20.180 Shopping center signage.

In addition to and notwithstanding the number and sizes of signs listed under SMC 18.16.010 and 18.16.020, one additional identification sign may be permitted for a shopping center. The total area of the additional sign shall not exceed 60 square feet, with no single face of a double or multisided sign larger than 40 square feet. Illuminated shopping center signage shall conform to the sizes under the illuminated signs section (SMC 18.20.130), unless granted a variance by the DRHPC.

A shopping center may develop a sign program for all tenants within the center which, after approval by the DRHPC, may be administered by the shopping center administration. Signs not in conformance with the approved program must be reviewed by the planning director or his her designee or the DRHPC in accordance with Chapter 18.40.

18.20.200 Window signs.

Permanent or temporary window signs shall not cover more than 20 percent of the aggregate area of each window facing a public right-of-way. Permanent window signs (except as specified in SMC 18.12.020(A)(7)) shall require review by the DRHPC, and shall be included in the total aggregate sign area allowable for the site. Display of temporary window signage shall not exceed 90 days per year. Illuminated window signs shall be permitted only in accordance with the provisions of SMC 18.20.130, Illuminated signs.

Chapter 18.28

PROHIBITIONS

18.28.022 Prohibited signs – Advertising signs.

Except as provided by SMC 18.20.155, Real estate signs, No sign shall be erected or used for advertising purposes of any kind except such signs as shall be located on a place of business, enterprise or calling, and used solely for naming, designating or identifying such business, enterprise or calling. No sign shall advertise or display the make, brand name, or manufacturer's name of any product, article or service except when essential to and entirely integral with naming, designating or identifying the business, enterprise, or calling, or when advertising a product which is carried by that business under a legally recognized franchise or a written exclusive sales agreement. Illuminated beer or other illuminated product advertising signs are specifically prohibited.

18.28.024 Prohibited signs – Excessive brilliance.

No sign or exterior lighting associated with a business shall be permitted that produces glare or light spillage onto other properties or into areas not intended to be lit, or that is more intense than is necessary to adequately illuminate the sign or exterior area. Light boxes and signs that are determined to be

excessively brilliant by the DRHPC, and/or conflict with any criteria within SMC [18.60.030](#), Appendix B – City of Sonoma lighting application standards, are prohibited.

18.28.026 Prohibited signs – Moving signs.

Moving sign structures, pennants, whirligigs, reflectors, reflective signs, moving lights, flashing lights, feather signs, and visible gaseous discharges are specifically prohibited except as permitted under SMC [18.12.020](#), Administrative review.

18.28.0267 Prohibited signs – Animated signs.

No person or animal shall use, carry, or wear any sign displaying a commercial message on private or public property, except as may be required by ordinance or law.

18.28.028 Prohibited signs – Vehicle signs.

No signs shall be located, displayed or attached on any motor vehicle except “For Sale” signs, and/or identification signs indicating the name and/or nature of the business for which the vehicle is used. Such an identification sign shall be attached to the vehicle in a permanent manner, including attachment by magnetic means and shall be only incidental to the purpose of the vehicle. This section shall not apply to signs for non-commercial purposes.

18.28.037 Prohibited locations – Signs within rights-of-way.

No permanent sign shall be placed within the public right-of-way except for the posting of official government notices by a representative of that agency, a franchised public utility company, or a contractor doing authorized or permitted work within the public right-of-way. No temporary or portable sidewalk sign shall be so placed without an encroachment permit compliant with SMC 12.20 for same.

18.28.038 Prohibited locations – Traffic safety.

No sign shall be erected in such a manner that it will, or may reasonably be expected to, interfere with, obstruct, confuse or mislead traffic, or obstruct a traffic line of sight.

Chapter 19.32

NONCONFORMING SIGNS

18.32.010 Signs rendered nonconforming.

Any sign which was in compliance with existing laws legal as of the date of the adoption of the ordinance codified in this title, but that becomes legally nonconforming on subsequent to the effective date of the ordinance by the amendment of this title, or subsequent to the effective date becomes legally nonconforming, ~~either~~ by reason of annexation to the city of territory upon which the sign is located, ~~or by the amendment of this title,~~ shall be permitted to remain until such time as one or more signs of the business are replaced, moved, or altered in any manner, at which time all signage for the business shall conform to this title. While they remain in place, such signs are considered to be legal nonconforming signs.

Chapter 18.40

VariancesARIANCES

18.40.001 Authority.

The DRHPC may grant a variance in accordance with the procedure specified below and authorize a specific exception to any regulation of this title.

18.40.020 Procedure.

A. Public Hearing. The DRHPC shall hear the variance item at a regular or special meeting of the commission.

B. Granting of the Variance. The DRHPC has final authority to grant the variance if it makes all of the findings in accordance with this chapter and any other variance findings specifically required to be made for the applicable sign by this Title. The DRHPC may require such terms or conditions to the granting of the variance as are deemed necessary and reasonable to secure the objectives of this title.

C. Noncompliance and Revisions to the Variance. Noncompliance with or violation of terms or conditions of a variance shall constitute cause for revocation of the variance. Revisions to the terms or conditions of a granted variance shall require a new application and public hearing.

D. Effective Date. The variance shall become effective and be issued 15 days after the date the DRHPC grants the variance, unless an appeal has been filed, in which case the variance shall not be issued unless and until the granting of the variance is affirmed on appeal.

E. Appeals. Appeals shall be taken according to SMC [18.12.040](#), Appeal.

18.40.030 Findings.

The DRHPC may grant a variance if it makes all of the following necessary findings:

A. Exceptional or extraordinary circumstances or conditions, not resulting from any act of the owner or applicant, apply to the location under consideration and not generally to other businesses or properties in the vicinity;

B. Strict adherence to a regulation may cause unnecessary hardship or prohibit the exercise of creative design, and the application submitted is extraordinary and outstanding in design;

C. The exception is the minimum necessary to serve its intended use;

D. The exception is in conformance with the purpose and intent of this title;

E. The granting of the variance will not be detrimental to the public interest or welfare, or injurious to properties or improvements in the vicinity.

Chapter 18.44

ABATEMENT AND ENFORCEMENT

18.44.001 Generally.

Violations of this title shall be considered a violation of the zoning ordinance of the city. Abatement and enforcement of this title shall be accomplished according to Chapter [1.12](#) SMC, General Penalty, and according to the regulations listed below.

18.44.010 Abatement.

Signs, except legal nonconforming signs as described above, which do not comply with the regulations of this title or a sign's associated permit, shall be immediately and completely removed (including any structure and/or supports), or abated as determined by the planning director and/or the police department in accordance with the following paragraph.

A warning letter or citation shall be issued by the planning, public works, or police department to request compliance with this title, and shall give a specific time period for rectification. If compliance is not reached within the time period specified, or if the noncompliance or offense is repeated or continued, a citation from the police department shall be issued or other legal action may be taken by the city as described under SMC [18.44.020](#)(B), public nuisance.

18.44.020 Enforcement.

A. Inspections. The planning director may, at any time, make such inspections as may be necessary or appropriate to ascertain whether a sign will comply or is complying with the purpose and intent of this title. An appeal of an adverse determination by the planning director may be made to the architectural review commission.

B. Public Nuisance. A violation of the provisions of this title is declared to be a public nuisance, and the city prosecutor or city attorney, on direction of the city council, may institute necessary legal proceedings for the abatement or enjoinderment thereof in the manner provided by law and shall take such steps as may be necessary to accomplish those ends.

C. Unsafe, Unlawful Signs. Should any sign or other advertising structure regulated herein become unsafe, insecure, a menace to the public, or should it be constructed, erected or maintained in violation of this title, or should the same no longer advertise a bona fide business conducted or a product or service sold on the premises, or which no longer serves its purpose, the planning director shall abate the sign as under SMC [18.44.010](#), Abatement, or legal action may be pursued by the city as under subsection B of this section.

Chapter 18.50

DEFINITIONS

18.50.001 Generally.

For the purposes of this title, the following words and phrases shall have the meaning set forth in this chapter. For other words and phrases not found herein, this title shall utilize the definitions ~~previously~~ found in SMC Title 19.

18.50.045 Aggregate sign area.

“Aggregate sign area” means the total sign area of all signs located on a property or that portion of the property described by the provision of this title in which this term is being employed.

18.50.047 Animated sign.

“Animated sign” means a sign carried or worn by a person or animal, including an A-board sign, costume, placard, or similar device.

18.50.090 Design review and historic preservation commission.

“Design review and historic preservation commission (DRHPC)” means the commission, duly appointed by the city council, which is charged with conducting sign and architectural review for the city.

18.50.115 Feather sign.

“Feather sign” means a tall, thin flag mounted on long plastic or bamboo poles that bend with the wind.

18.50.330 Real estate sign (~~multifamily~~, five or more units).

“Real estate sign (~~multifamily~~, five or more units)” means any sign that advertises that a ~~multi-family residential development property~~ (five or more units) is for sale or lease.

18.50.380 Sign.

“Sign” means any writing, pictorial representation, symbol, logo, insignia, banner, placement of lighting, or any other feature of similar character of any material, which is used to identify, announce, direct attention to, or advertise, or which is used to decorate or illuminate for commercial purposes, or provide direction or information, which is erected on the ground or on any bush, tree, rock, wall, post, fence, building, structure, vehicle, or in or on anyplace whatsoever, which is normally visible from the exterior of a building and includes window signs.

18.50.395 Sign program.

“Sign program” means a sign plan which identifies the placement, construction, size, materials, colors, texture, method of lighting, and other related requirement (including window signs) for those signs that are subject to the plan. The plan should address sign consistency, sign patterns, and manner in which signs attach to the building.

18.50.430 Window sign.

“Window sign” means any sign secured, applied, or painted to the inside or outside of any window, or otherwise located such that the sign can be seen through a window, which is less than four feet from the sign and be visible from the exterior of the building.

Chapter 18.60

APPENDICES

18.60.010 Appendix A – Design guidelines for signs.

General Purpose.

The purpose of architectural review of signs is to ensure that their design and placement will be compatible with the buildings on, or near to which, they are located, and will further the unique and pleasant atmosphere of Sonoma through a variety of attractive signs. The applicant should be aware of Sonoma’s character before designing a sign and should design it with the style of the building and the ambience of the town in mind. A sign should be architecturally a part of the design of the building that it is identifying rather than a feature independent of and in conflict with the design of the building.

The following guidelines should assist the designer in determining what would be appropriate and what would not be appropriate. These guidelines have been categorized broken signs down into their various elements of signage, including size, material, color, letter style, lighting, placement, and logos, symbols or pictures. These elements, however, must fit together to create the sign, which in turn must be considered on the basis of its total appearance.

Note: These design guidelines are general, and should be used only as a guide in designing a sign. It is based on the existing buildings in town, but may not cover every situation.

Size.

Although the maximum size of the sign is controlled by this title, the size of the sign shall be considered in relation to the building mass involved and the other elements mentioned herein, especially the sign’s placement. A flat wall sign can be considerably larger than other types of signs as flat signs are not generally obtrusive. Projecting signs normally encroach into the right-of-way and need less size to be noticeable. Detached, freestanding signs are the most obvious type of sign, and therefore also need considerably less size than a wall sign, nor are they dependent on a building structure for placement, but can be placed to the best advantage on the site.

Larger signs are justified in areas where business is primarily dependent upon vehicular traffic while smaller signs can be sufficient for pedestrian traffic areas. A sign out of proportion in size with others in the area is not to be encouraged, even though possibly within the maximum of this title. Any sign permitted to exceed the maximum sign size as established by this title by reason of any additional size permitted must be determined to be unobtrusive, necessary and not out of proportion to other signs in the area.

Materials.

Materials should be considered in relation to the building involved as well as to the town in general. Sign materials chosen should be geared to the architecture and materials of the building for which the sign is being designed.

Adobe-Spanish Style Buildings: For “adobe” and “Spanish style” buildings, where stucco, cement block, slumpstone and so forth are the main components, natural wood with painted or carved lettering is the most appropriate sign material, as it was the signing material used with this type of construction in historical times.

Brick and Stone Buildings: A brick or stucco building of the early 20th century style is most adaptable to a painted wooden sign or even exposed neon tubing on plastic. A permit for a neon sign will be granted only in exceptional cases (when the design of the sign is especially pleasing and appropriate with the building).

Wooden or “Old West” Buildings: Wooden Victorian style buildings echoing the late 19th, early 20th century and Old West period are generally most compatible with painted or natural wood signs. At times, some alternate material might be made to resemble wood or can have a similar effect, ~~although such materials must be worked with most carefully and probably will be the more difficult materials to work with.~~ For example, plastic may be made to resemble natural or painted wood in color, but the total effect is rarely that of the copied material. Great care should be taken in designing plastic signs with interior illumination because such signs may be incongruous with historic architecture. When plastic is to be used, careful attention should be given to all of the other elements of design.

A number of the 19th and 20th century buildings have made excellent use of painted signs on the windows. Again, great care should be taken when using this signing method as, when used improperly, it can present a cluttered appearance to the window. When used properly, this signing method can be very appropriate and emphasize the period of the building.

Color.

The color(s) of a sign should be harmonious and complementary to the colors of the building on or near which it is to be located. Fewer colors will generally produce the most attractive sign. The colors should also be reasonably compatible with the general character of Sonoma (psychedelic or phosphorescent colors really do not belong in Sonoma). In some cases, the color of the sign can make a rather incompatible material more compatible with the building.

Letter Style.

The letter style to be used on a sign should also be based on the architectural style of the building. Simple block letters are generally most compatible with the Mexican style buildings.

More intricate lettering is generally appropriate for the wooden Victorian style. There are numerous styles of lettering that could be used including Old English, Stencil, Cloister, and Quill Script. Block lettering would also be appropriate for the Victorian and early to middle 20th century buildings. For those buildings more recently constructed and having no particular architectural style, simpler letter styles are probably the most desirable.

Lighting.

It must be recognized that illuminated signing is a development of the 20th century. However, it is recognized that illuminated signs have some advantage over some nonilluminated signs in identifying businesses at night. Generally, illuminated signs are inappropriate except for businesses which normally operate in the evening hours.

For those cases where illumination is determined essential by the design review and historic preservation commission, it shall be as subtle as possible. Whenever a sign is to abut a residential area, the illumination times and location of the sign will be carefully considered.

Exterior Illumination: Illumination from concealed lights is the most appropriate means of illumination for most signs. It is also the most preferable method of illumination for maintaining the historical integrity of the sign and the building. Such flood lights should not be excessive in brilliance and must be shielded, ~~on all sides but that facing the sign.~~ Flood lights must be concealed in some manner (landscaping or a building feature are often used).

Interior Illumination: Interior illumination is generally most appropriate for smaller signs or signs a distance away from the Plaza area. Within the Plaza area large interior illuminated signs are not complementary to the character of most of the shops, though smaller signs might be designed with careful attention to the other elements so that they would be harmonious ~~to~~ with the area. The less white or light-colored surface there is on a sign, the less glaring an illuminated sign will be. Darker colors will tone down the lighting of a sign considerably. Illumination levels shall be kept to the minimum necessary to provide legibility at normal sight distances. No interiorly illuminated sign is allowed in any residential zoning district.

Placement.

Proper placement of the sign basically depends on the movement of the possible customer traffic within the area and the type of business involved. If the business is on an arterial street, the sign will have to be obvious to fast moving vehicular traffic. Projecting or detached signs or more obvious wall signs are therefore appropriate. If the business is in, or on the fringes of, a heavily traveled pedestrian area, small projecting signs or flat wall signs are adequate to identify the business to the slower traffic, which is probably giving their entire attention to the stores they are passing. Detached permanent signs are, in most cases, unnecessary and unattractive in pedestrian-oriented areas.

It has been found that small sidewalk signs placed during business hours may add interest and direct foot traffic to shops; however, specific guidelines have been established to prevent an excessive number of

signs. Second story or multiple suites will be encouraged to share sidewalk sign space to eliminate congestion. Where a sidewalk sign already exists, there will be, as a general rule, 18 feet between it and any adjacent sidewalk sign; however, each case will be studied individually. A judiciously placed projecting sign may offer better identification than a sidewalk sign in some locations. Placement of a sidewalk sign shall be as approved by the design review and historic preservation commission.

The placement of signs should also take into consideration the architectural style of the building. For Spanish style buildings, flat wall signs, very small projecting signs, and low profile detached signs are in keeping with the historic feeling and aesthetic appearance of the building. Flat wall signs and smaller projecting signs, as well as painted window signs, are most appropriate for wooden Victorian style buildings. Larger freestanding signs generally tend to fail to carry the historical continuity of Sonoma, and should be considered carefully before being proposed.

Architectural treatment of the supporting mechanism of the signs can make them more compatible with the building involved and with the rest of the town. This can be accomplished by mounting the sign in a planter, covering the post with various building materials, or using materials for the entire sign which have been suggested earlier as being complementary to the building involved.

Roof signs are regulated stringently by this title. Placement of a sign on a roof interrupts the architectural lines of a building, oftentimes making the building appear cluttered. Roof signs should be used only when the silhouette of the sign is not in conflict with the silhouette of the rooflines of the building.

The placement of any new sign or replacement of an existing sign shall not obstruct the visibility of an existing sign whenever it can be avoided.

Logos, Symbols, and Pictures.

For certain types of businesses, a logo or symbol is an integral part of identification, such as the various oil company logos, the mortar and pestle symbol for drug stores, and the cocktail glass for an on-sale liquor establishment. For such businesses, it will normally be appropriate for such symbols to be included in identification signs. Such symbols should be in proper scale considering the overall size of the sign, and should be only supplementary to the total identification information of the sign. Other businesses may wish to use a symbol or picture as a means of identifying the nature of the business. This might be done in a subtle manner according to the guidelines suggested for colors and materials. It is suggested that only one logo or symbol be used for a single business, and that, in general, the size of the logo, symbol or picture be kept small.

18.60.030 Appendix B – City of Sonoma lighting application standards.

| | | | | |
|-------------|---|-----------|---------|---------------------|
| | Watts per square foot generally required for measure in bold | | | |
| | Maximum | | | High- |
| | Footcandles (3' | Tungsten- | Mercury | Pressure |
| Application | above ground level) | Halogen | Units | Metal-Halide Sodium |

| | | | | | |
|------------------------|---------------|----------|------------|------------|-----------|
| Automobile Sales | | | | | |
| Front row | 50 | 10.0 | 4.5 | 2.9 | 2.0 |
| Remainder | 10 | 1.5-1.8 | 0.68-.81 | 0.44-.52 | 0.3-.36 |
| Billboards/Signs | | | | | |
| Good contrast | 20-50 | 4.3-10.0 | 1.94-4.5 | 1.25-2.9 | 0.86-2.0 |
| Poor contrast | 50-100 | 10.0-20 | 4.5-9 | 2.9-5.8 | 2.0-4 |
| Buildings | | | | | |
| Light surfaces | 15 | 1.2/3.3 | .54/1.5 | .35/.96 | .24/.66 |
| Medium surfaces | 10-20 | 2.2-4.3 | 1-1.94 | .64-1.25 | .44-.86 |
| Dark surfaces | 50 | 10 | 4.5 | 2.9 | 2 |
| Parking Lots | | | | | |
| Attendant parking | 2 | 0.38 | 0.17 | 0.11 | 0.075 |
| Industrial lots | 1 | 0.13-.15 | 0.06-.07 | 0.037-.044 | 0.026-.03 |
| Self-parking lots | 1 | same | " | " | " |
| Protective/Security | | | | | |
| Gates and entries | 5 | 1.2 | 0.54 | 0.35 | 0.24 |
| Building surrounds | 1 | 0.15-.19 | 0.07-.09 | .044-.055 | 0.03-.04 |
| Roadways | | | | | |
| Along buildings | 1 | 0.24 | 0.11 | 0.07 | 0.05 |
| Open areas | .5 | 0.08-.1 | 0.036-.045 | 0.023-.029 | 0.02 |
| Service Stations | | | | | |
| Front and canopy areas | 20-50 | 4.3 | 1.94 | 1.25 | 0.86 |
| Rear areas | 5-10 | 1.2 | 0.54 | 0.35 | 0.24 |
| Shopping Centers | | | | | |
| Neighborhood | 5 | 0.65 | 0.29 | 0.19 | 0.13 |
| General commercial | 5 | same | " | " | " |
| Heavy traffic | 10 | 1.5-1.8 | 0.68-.81 | 0.44-.52 | 0.3-.36 |
| Parking areas | 5 | 0.65 | 0.29 | 0.19 | 0.13 |
| Buildings-front | 5 | 0.24 | 0.11 | 0.07 | 0.05 |
| Storage Yards | | | | | |

| | | | | | |
|----------|----|----------|----------|------------|----------|
| Active | 20 | 3.6-4.3 | 1.6-1.94 | 1.04-1.25 | 0.72-.86 |
| Inactive | 1 | 0.15-.19 | 0.07-.09 | 0.044-.055 | 0.03-.04 |

18.60.050 Appendix C – Applicable Business and Professions Code sections.

~~§ 5499. Removal on basis of height or size; Conditions. Regardless of any other provision of this chapter or other law, no city or county shall require the removal of any on-premises advertising display on the basis of its height or size by requiring conformance with any ordinance or regulation introduced or adopted on or after March 12, 1983, if special topographic circumstances would result in a material impairment of visibility of the display or the owner's or user's ability to adequately and effectively continue to communicate with the public through the use of the display. Under these circumstances, the owner or user may maintain the advertising display at the business premises and at a location necessary for continued public visibility at the height or size at which the display was previously erected and, in doing so, the owner or user is in conformance.~~

~~§ 13531. Display requirements; Exemption of specified geographic areas; Violations; Enforcement.~~

~~(a) Every person offering for sale or selling any motor vehicle fuel to the public from any place of business shall display on the premises an advertising medium which complies with the requirements of this article and which advertises the prices of the three major grades of motor vehicle fuel offered for sale. The advertising medium shall be clearly visible from the street or highway adjacent to the premises. When the place of business is situated at an intersection, the advertising medium shall be clearly visible from each street of the intersection. For the purposes of this subdivision, motor vehicle fuel does not include propane.~~

~~(b) The governing body of any city, county, or city and county may, by ordinance, exempt specified geographic areas from the provisions of this section if, pursuant to Article 5 (commencing with Section 65300) of Chapter 3 of Title 7 of the Government Code, the areas are designated on the local general plan as scenic corridors or historic preservation areas.~~

~~(c) (1) Except as provided in paragraph (2), any person who violates the provisions of subdivision (a) is guilty of an infraction and, upon conviction, is punishable by a fine not to exceed five hundred dollars (\$500).~~

~~(2) Any person who violates the provisions of subdivision (a) and who has been previously convicted two or more times of a violation of subdivision (a) is guilty of a misdemeanor and, upon conviction, is punishable by imprisonment in the county jail not~~

~~exceeding six months, by a fine not exceeding one thousand dollars (\$1,000), or by both.~~

~~(d) Notwithstanding Section 13590, the district attorney of each county, or pursuant to Section 41803.5 of the Government Code, the city attorney of any general law city or chartered city within each county, or the county sealer, shall, upon complaint or upon his or her own motion, enforce the provisions of this section and, in addition, may bring an action for injunctive relief in accordance with Section 13611.~~

~~(Ord. 2000-9 § 1, 2000).~~

Section 2. Effective Date.

This ordinance shall become effective thirty (30) days from and after the date of its passage.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Sonoma this ____ day of _____ 2015.

David Cook, Mayor

ATTEST:

Gay Johann
Assistant City Manager / City Clerk

State of California)
County of Sonoma)
City of Sonoma)

I, Gay Johann, City Clerk of the City of Sonoma, do hereby certify that the foregoing ordinance was adopted on the ____ day of _____ 2015 by the following vote:

AYES:
NOES:
ABSENT:

Gay Johann
Assistant City Manager / City Clerk



CITY OF SONOMA
City Council/Successor Agency
Agenda Item Summary

City Council Agenda Item: 5A

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the portions of the Minutes of December 1 and December 15, 2014 City Council meetings pertaining to the Successor Agency.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

See Agenda Item 4B for the minutes

Alignment with Council Goals: N/A

cc: NA



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

City Council Agenda Item: 6A
Meeting Date: 1-7-2015

Department

Administration

Staff Contact

Carol Giovanatto, City Manager

Agenda Item Title

Review and Consideration of a Refuse Rate Adjustment with City Franchisee Sonoma Garbage Company, Inc. to be effective for the billing period beginning January 1, 2015

Summary

The City's franchise Refuse Hauler, Sonoma Garbage Company, Inc. [SGC] has submitted the proposed rate increase for 2015. The proposal is based on the calculation of the Refuse Rate Index [RRI] to establish the increase in the base rate. No additional changes to the Franchise Agreement or services are requested.

Proposed Rate Adjustment to be effective for the billing period beginning on January 1, 2015 is requested as follows:

Residential, Commercial and Debris Box Rates: 4.68% [RRI + tipping fee adjustment]

Recommended Council Action

Staff recommends Council approval of a rate increase of 4.68% to be effective January 1, 2015

Alternative Actions

- 1) Defer action pending receipt of additional specified information
-

Financial Impact

The combined rate increase for the typical residential customer in Sonoma [32 gallon container] will be \$.59 per month [from \$12.80 to \$13.39]. Franchise fee revenue is estimated to increase by approximately \$800

Attachments

Resolution
RRI Calculation

cc:

Sonoma Garbage Collectors

CITY OF SONOMA

RESOLUTION NO. ____ - 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA APPROVING REFUSE RATE ADJUSTMENTS

WHEREAS, the City of Sonoma has a franchise agreement with Sonoma Garbage Collectors, Inc., to perform solid waste collection services in the City of Sonoma; and

WHEREAS, pursuant to said agreement, Sonoma Garbage Collectors, Inc. ("SGC") is entitled to seek certain adjustments in the rates it charges its customers for such services; and

WHEREAS, it is in the best interests of the City that said agreement be amended in certain respects; and

WHEREAS, SGC has made application for adjustments in the rates it charges to its customers to become effective January 1, 2015; and

WHEREAS, based on the financial data submitted by SGC, rate adjustments are justified:

NOW, THEREFORE, the City Council of the City of Sonoma resolves as follows:

For the reasons specified in the staff report submitted to the City Council at its meeting on January 7, 2015, pertinent to SGC's request for refuse rate adjustments, effective January 1, 2015, the rates that SGC charges its residential customers may be increased 4.68%. The rates for the various services provided by SGC as approved herein are set forth in Exhibit A incorporated herein by this reference.

ADOPTED this 7th day of January, 2015, by the following vote:

AYES:
NOES:
ABSENT:

David Cook, Mayor

ATTEST:

Gay Johann
Assistant City Manager/City Clerk

Effective January 1, 2015**Monthly Rates for Weekly Curbside Pick-up**

| Service Level | Adopted Rates effective January 2015 |
|---|---|
| Rate for refuse collection once each week | |
| 20 gallon can | 8.16 |
| 32 gallon can | 13.39 |
| 64 gallon can | 29.08 |
| 90 gallon can | 44.61 |
| 2 cubic yard bin | 173.00 |
| 3 cubic yard bin | 259.29 |
| 4 cubic yard bin | 346.00 |
| Rate each pickup for refuse bins on a variable pickup schedule | |
| Each 2 cy bin | 40.15 |
| Each 3 cy bin | 60.23 |
| Each 4 cy bin | 80.31 |
| Compacted Refuse | |
| Front-Load Compactor 2 yd [1,000 lbs maximum weight] per pickup | 167.48 |
| Debris Box | |
| Debris Box 20 yd (includes 2 tons of waste) | 451.03 |
| Debris Box 30 yd (includes 3 tons of waste) | 605.76 |

An additional charge of \$10 per month for each bin will be applied to bin service. Bin service includes curbside collection of food scraps and green waste, up to two additional containers (32, 64, or 94 gal.) provided. Waste in debris boxes above the included quantity will be charged at the prevailing Sonoma County waste disposal rate.

**TABLE 1
REFUSE RATE INDEX CALCULATION**

| Item # | Category | Data Source | % | Item Weight | Weighted Percentage Change |
|----------------------|---------------------|--|-------|-------------|----------------------------|
| 1 | Labor | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.60% | 39% | 1% |
| 2 | Motor Fuel | Series ID: WPU057303 Diesel Fuel | 2.54% | 6% | 0.15% |
| 3 | Vehicle Replacement | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.54% | 1% | 0.03% |
| 4 | Vehicle Maintenance | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.54% | 6% | 0.16% |
| 5 | CPI All Items | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.54% | 8% | 0.20% |
| 6 | Disposal | Annual Tipping Fee Increase at the Sonoma County Central Landfill | 7.80% | 40% | 3.14% |
| Total RRI Adjustment | | TOTAL RRI ADJUSTMENT 2015 | | | 4.68% |

OPERATING COST STATEMENT FOR REFUSE RATE INDEX 2015

| | Cost Category | Description | Annual Cost | % of Total |
|---|-----------------|-------------|------------------|------------|
| 1 | Labor | | 806,200 | 39% |
| 2 | Motorfuel | | 124,035 | 6% |
| | Equipment | | | |
| 3 | Replacement | | 26,015 | 1% |
| | Vehicle | | | |
| 4 | Maintenance | | 129,907 | 6% |
| 5 | All Other Items | | 161,591 | 8% |
| 6 | Disposal | | 842,781 | 40% |
| | Total | | <u>2,090,529</u> | 100% |

Annual Costs based on Annual Financial Statement Dated 12-31-13.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7A

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, Consideration and Possible Action to (1) Adopt a Resolutions Joining the Sonoma County PACE (Property Assessed Clean Energy) Financing Marketplace and (2) Making the Finding that Participation is not a "Project" under the California Environmental Quality Act

Summary

In 2009, the City of Sonoma entered into a cooperative agreement with the County of Sonoma allowing participation of property owners within the jurisdiction in the Sonoma County Energy Independence Program (SCEIP). SCEIP financing allows for the acquisition and construction or installation of energy efficiency improvements, which include water efficiency improvements on or in properties in the County through contractual assessments paid back through property taxes.

In addition, the operator of the Energy Independence Office, the Energy and Sustainability Division of the County of Sonoma General Services Department, has developed the Sonoma PACE Financing Marketplace to promote the effectiveness and sustainability of PACE financing in the region by further expanding the options available to property owners. The Financing Marketplace integrates additional financing options from CaliforniaFIRST and California HERO into the region for water and energy efficiency upgrades and the installation of renewable energy to complement the financing option of the SCEIP (Sonoma County Energy Independence Program) currently provided by the County Treasury.

The Financing Marketplace is a unique collaborative structure to expand the number of financing options available to property owners, increase the pace of retrofit and generation projects, expand the resources for local workforce development, and report of the benefits derived from the projects facilitated by the program.

For the City of Sonoma to become a participant in the Sonoma County PACE Program, the Council must take several actions including making the finding that participation in the PACE Financing Marketplace, including the adoption of the implementing resolutions and approval of the amendment, is not a "project" under the California Environmental Quality Act, because the PACE Program and the implementing resolutions do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment.

Recommended Council Action

1. By motion, make the finding that participation in the PACE Financing Marketplace, including the adoption of the implementing resolutions and approval of the amendment described below, is not a "project" under the California Environmental Quality Act, because the PACE Program and the implementing resolutions do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).
2. By motion, approve the Amended and Restated Agreement of the California Statewide Communities Development Authority Joint Powers Authority as a Member in order to authorize the City's participation in the CaliforniaFIRST Program.
3. Adopt the required resolution allowing City property owners to participate in the California HERO PACE program including Exhibit A - Amendment to the Western Riverside Council of Governments Joint Powers Agreement and authorizing the execution of such amendment to add the City of

Sonoma as an Associate Member of the Western Riverside Council of Governments to permit the provision of Property Assessed Clean Energy (PACE) Program Services within such City

4. Adopt the required resolution allowing City property owners to participate in the CaliforniaFIRST PACE program.

Alternative Actions

Do not participate in the Sonoma County PACE Marketplace; request additional information.

Financial Impact

There is no negative fiscal impact to the City’s general fund incurred by consenting to the inclusion of properties within the City limits in the CaliforniaFIRST and California HERO programs. All CaliforniaFIRST and California HERO program administrative costs are included in the property owner’s voluntary contractual assessment which is collected on the property owner’s tax bill.

Environmental Review

Status

- | | |
|--|---|
| <input type="checkbox"/> Environmental Impact Report | <input type="checkbox"/> Approved/Certified |
| <input type="checkbox"/> Negative Declaration | <input type="checkbox"/> No Action Required |
| <input type="checkbox"/> Exempt | <input type="checkbox"/> Action Requested |
| <input type="checkbox"/> Not Applicable | |

Attachments:

1. Supplemental Report
2. Amended and Restated Agreement of the California Statewide Communities Development Authority Joint Powers Authority as a Member in order to authorize the City’s participation in the CaliforniaFIRST Program
3. Resolution allowing participation for property owners in the PACE financing product provided by California HERO, including Exhibit A - Amendment to the Joint Powers of the Western Riverside Council of Governments Agreement adding the City of Sonoma as an Associate Member of the Western Riverside Council of Governments to permit the provision of Property Assessed Clean Energy (PACE) Program Services within such city/town
4. Resolution allowing participation of property owners in the PACE financing product provided by CaliforniaFIRST.
5. Matrix of eligible projects.
6. Reference item - Joint Powers Agreement of the Western Riverside Council of Governments.

Alignment with Council Goals:

POLICY & LEADERSHIP: Continue implementation of Climate 2020 Plan principles through assisting local property owners with opportunities to reach community-wide goals for emergency independence.

cc:

SUPPLEMENTAL REPORT

Discussion, Consideration and Possible Action to (1) Adopt a Resolutions Joining the Sonoma County PACE (Property Assessed Clean Energy) Financing Marketplace and (2) Making the Finding that Participation is not a “Project” under the California Environmental Quality Act

For the Council Meeting of January 7, 2015

In 2009, the City of Sonoma entered into a cooperative agreement with the County of Sonoma allowing participation of property owners in the financing programs offered by the Sonoma County Energy Independence Program (SCEIP). SCEIP financing allows for the acquisition and construction or installation of energy efficiency improvements, which include water efficiency improvements on or in properties in the County through contractual assessments paid back through property taxes.

The operator of the County Energy Independence Office, has developed the Sonoma PACE Financing Marketplace to promote the effectiveness and sustainability of PACE financing by expanding the options available to property owners. The Financing Marketplace integrates additional financing options from CaliforniaFIRST and CaliforniaHERO for water and energy efficiency upgrades and the installation of renewable energy to complement the financing option of the SCEIP. The collaboration of Marketplace PACE members will leverage outreach efforts, expand opportunities for customer engagement, increase local contractor engagement, increase access to project impact data, and maximize program efficiency and effectiveness. The Marketplace will specifically:

- a. **Expand local funding capacity** – The bonding capacity of the SCEIP financing product from the County Treasury is limited to \$60 million with \$46 million currently expended. Estimates of the funding needed to affect the current community climate action goals of retrofitting 80% of the existing buildings with a 30% efficiency improvement exceed \$2 billion dollars.
- b. **Provide consumer choice** – The business model in place is to provide financing options in a ‘lending-tree-like’ approach for the consumer. It will make available to property owners financing choices that best meet their individual situations and interests while facilitating successful retrofit and/or renewable generation installations. (See PACE Product Comparison Chart - Attachment A)
- c. **Increase program momentum and sustain and grow the contractor community** – A key benefit of engaging additional financing partners throughout the region is the opportunity to expand and leverage outreach efforts, increase the number of completed projects, and provide new tools and resources to local contractors.
- d. **Maintain a local point of information and coordination for regional PACE efforts** – Retain and leverage the role the Energy Independence Office plays in the community as the not-for-profit, neutral third party operating for the public benefit. The Energy Independence Office not only offers all financing products in the Marketplace (including SCEIP), but also serves as a community clearinghouse of information, tools, services, programs, and resources for the general public, contractor communities, and other public entities engaged in pursuing energy efficiency and renewable energy initiatives. Under the Financing Marketplace concept, the Office will continue to serve in that capacity while working collaboratively with the Marketplace members to promote and implement PACE finance projects.

- e. **Facilitate efforts to consolidate and report data of community retrofit and renewable energy project results.** The PACE Financing Marketplace partnership has the collateral benefit of providing additional technology and tools that will be utilized and assimilated with the Energy Independence Office database structure to better record, monitor and assess program activity and impacts; and
- f. Accelerate progress toward meeting the climate action goals of each jurisdiction and community-wide greenhouse gas reduction targets.

Sonoma PACE Financing Marketplace Members include:

Existing – SCEIP: The Sonoma County Energy Independence Program (SCEIP) financing product is delivered through the Sonoma County Public Finance Authority Joint Powers Authority. The Board of Supervisors of the County of Sonoma, California by its Resolution No. 09-0271 established the Sonoma County Energy Independence Program to finance the acquisition and construction or installation of distributed generation renewable energy sources and energy efficiency improvements, which include water efficiency improvements on or in properties in the County through contractual assessments under California Assembly Bill 811 (Levine, 2008) (“AB 811”).

New - CaliforniaFIRST: CaliforniaFIRST has accepted the terms of the Agreement for Collaborative Services. The California Statewide Communities Development Authority (“California Communities”) is a joint powers authority the members of which include numerous cities and counties in the State of California, including the County of Sonoma. Its mission is to provide local governments’ access to low-cost financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the overall quality of life in local communities. California Communities established the CaliforniaFIRST Property Assessed Clean Energy (PACE) program to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements (the “Improvements”) through the levy of contractual assessments under California Assembly Bill 811 (Levine, 2008) (“AB 811”).

New - California HERO: California HERO has accepted the terms of the Agreement for Collaborative Services. The Western Riverside Council of Governments (WRCOG) is a joint powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time. WRCOG has established the California HERO Program (Home Energy Renovation Opportunity) to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure through the levy of contractual assessments under AB811 within counties and cities throughout the State of California that elect to participate in the program. County participation in the HERO Program requires the County to join the WRCOG JPA as an Associate Member. Joining the JPA is accomplished by adopting the resolution accompanying this staff report and approving and executing an amendment to the joint exercises of powers agreement to add the County as an associate member solely for the purposes of implementing the PACE program within the County’s jurisdictional boundaries.

The action before the Council is to take the steps necessary to allow participation of property owners within the City limits to participate in the Property Assessed Clean Energy (PACE) programs, CaliforniaFIRST and California HERO, now working collaboratively in the region as members of the Sonoma County PACE Financing Marketplace thereby allowing property owners to participate in additional financing programs for water and energy efficiency upgrades and the installation of renewable energy. The City is the conduit through which the programs

become effective. PACE Financing Marketplace members and Energy and Sustainability Division staff will coordinate and oversee local PACE efforts and provide information and data required to demonstrate that the goals and benefits of the PACE financing concept are safeguarded and expanded.

For the City of Sonoma to become a participant in the Sonoma County PACE Program, the Council must take several actions including making the finding that participation in the PACE Financing Marketplace, including the adoption of the implementing resolutions and approval of the amendment, is not a “project” under the California Environmental Quality Act, because the PACE Program and the implementing resolutions do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment.

ATTACHMENT A

PACE Product Comparison Chart (rates and fees subject to change):

| | CAFIRST | CA HERO | SCEIP |
|-----------------------|---|---|--|
| Property Types | Residential Commercial | Residential Commercial | Residential Commercial |
| Interest Rate | Residential (as of 7/16) <ul style="list-style-type: none"> ▪ 5 yr - 6.75% ▪ 10 yr - 7.59% ▪ 15 yr – 7.99% ▪ 20 yr- 8.29% ▪ 25 yr – 8.39% Commercial Varies | Residential <ul style="list-style-type: none"> ▪ 5 yr - 5.95% ▪ 10 yr - 7.95% ▪ 15 yr - 8.75% ▪ 20 yr - 8.95% Commercial <ul style="list-style-type: none"> ▪ 5 yr- 5.75% ▪ 10 yr - 6.00% ▪ 15 yr - 6.25% ▪ 20 yr - 6.50% | Residential 7.0% Commercial 7.0% |
| Fees | Vary | Vary | Market valuation \$12 Annual asmt admin \$44 Title \$125 Recordation \$66 |
| Minimum / Maximum | <ul style="list-style-type: none"> ▪ Residential \$5,000 up to lesser of \$200,000 or 10% of the value of the property and combined amount financed under the program plus mortgage-related debt cannot exceed 100% of the value of the property ▪ Commercial minimum \$50,000 to \$500,000 | \$5,000 up to 10% property value | \$2,500 up to 10% property value |
| Terms | 5 to 25 years | 5, 10, 15 or 20 year | 10 or 20 year |
| Eligible Improvements | Energy, Water, Renewable | Energy, Water, Renewable | Energy, Water, Renewable |
| Prepayment Penalty | No | No | No |

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Sonoma (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Sonoma as an Associate Member of the Western Riverside Council of Governments to Permit the

Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction there over by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

ADOPTED this 7th day of January 2015 by the following vote:

AYES:
NOES:
ABSENT:

David Cook, Mayor

ATTEST:

Gay Johann
Assistant City Manager / City Clerk

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF SONOMA AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN
ENERGY (PACE) PROGRAM SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the ___ day of _____, 2015, by City of Sonoma (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and

obligations of City as an Associate Member are limited solely to those terms and conditions expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the

California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. **Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorney's fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

City of Sonoma
No. 1 the Plaza
Sonoma, CA 95476
Attn: City Manager

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA

Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

CITY OF SONOMA

By: _____

Date: _____

Title: _____

**CITY OF SONOMA
RESOLUTION NO. ____-2015**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA AUTHORIZING THE CITY OF SONOMA TO JOIN THE CALIFORNIAFIRST PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE INCORPORATED TERRITORY OF THE CITY; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (“California Communities”) is a joint exercise of powers authority the members of which include numerous cities and counties in the State of California, including the City of Sonoma (the “City”); and

WHEREAS, California Communities has established the CaliforniaFIRST program (the “CaliforniaFIRST Program”) and will provide financing for certain improvements authorized by Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”), including, but not limited to, renewable energy, energy efficiency and water efficiency improvements and seismic strengthening improvements (the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) and the issuance of improvement bonds (the “Bonds”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act”) upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within the incorporated territory of the City to participate in the CaliforniaFIRST Program and to allow California Communities to conduct assessment proceedings under Chapter 29 within the incorporated territory of the City and to issue Bonds under the 1915 Act to finance the Improvements; and

WHEREAS, California Communities will conduct assessment proceedings under Chapter 29 and issue Bonds under the 1915 Act to finance Improvements;

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sonoma as follows:

Section 1. This City Council hereby finds and declares that properties in the City’s incorporated area will benefit from the availability of the CaliforniaFIRST Program within the incorporated territory of the City and, pursuant thereto, the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 and the issuance of Bonds under the 1915 Act.

Section 2. In connection with the CaliforniaFIRST Program, the City hereby consents to the conduct of special assessment proceedings by California Communities pursuant to Chapter 29 on any property within its jurisdiction and the issuance of Bonds under the 1915 Act; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of the Bonds or any other bonds issued in connection with the CaliforniaFIRST Program.

(3) The issuance of Bonds will occur following receipt of a final judgment in a validation action filed by California Communities pursuant to Code of Civil Procedure Section 860 that the Bonds are legal obligations of California Communities.

Section 3. Pursuant to the requirements of Chapter 29, California Communities has prepared and will update from time to time the "Program Report" for the CaliforniaFIRST Program (the "Program Report"), and California Communities will undertake assessment proceedings and the financing of Improvements as set forth in the Program Report.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the CaliforniaFIRST program available to all property owners who wish to finance Improvements; provided, that California Communities shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City Manager from time to time, are hereby designated as the contact persons for California Communities in connection with the CaliforniaFIRST Program: Carol Giovanatto, City Manager

Section 5. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents as are reasonably required by California Communities in accordance with the Program Report to implement the CaliforniaFIRST Program for Participating Property Owners.

Section 6. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4)).

Section 7. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of California Communities.

PASSED AND ADOPTED this 7th day of January, 2015 by the following vote:

AYES:
NOES:
ABSENT:

David Cook, Mayor

ATTEST:

Gay Johann, Assistant City Manager / City
Clerk

SCEIP Eligible Improvements

| Building Type | Improvement Category | Improvement Name | Requirement Spec | Unit Measured In | Unit Max Cost |
|---------------|----------------------|---|--|------------------|---------------|
| All | Energy Efficiency | Attic Fan - Solar | no A/C power required | Each | \$800.00 |
| Commercial | Energy Efficiency | Building Energy Management System | Custom | Each | TBD |
| Commercial | Energy Efficiency | Building Performance Test | CEC | Sq Ft | \$0.80 |
| All | Generation | Co-generation System | Custom | Each | |
| Residential | Energy Efficiency | Cool Roof | CRRC/Title 24 and Must have AC with ducts in attic | Sq Ft | \$6.00 |
| Commercial | Energy Efficiency | Cool Roof System | CRRC / Title 24 | Sq Ft | \$5.00 |
| Commercial | Water Conservation | Cooling Condensate Reuse | Custom | Each | |
| Commercial | Water Conservation | Cooling Tower Conductivity Controllers | Custom | Each | |
| All | Water Conservation | Core Plumbing System | Energy Star | Each | TBD |
| Commercial | Energy Efficiency | Curtain Wall Coatings, Reflective | CRRC / Title 24 / Energy Star / ≥ 0.39 reflectance and ≥ 0.88 emittance | Sq Ft | \$7.00 |
| Commercial | Water Conservation | Deionization | Custom | Each | |
| All | Energy Efficiency | Doors, Glass | U 0.32 or less, SHGC 0.25 or less | Each | \$2,500.00 |
| All | Energy Efficiency | Doors, Solid, Insulating | Energy Star | Each | \$1,200.00 |
| Commercial | Energy Efficiency | Duct Insulation | R8 | Lin Ft | \$3.00 |
| Residential | Energy Efficiency | Duct Insulation | R8 | Lin Ft | \$3.00 |
| All | Energy Efficiency | Duct Replacement | R8 minimum insulation rating/Title 24 | Lin Ft | \$8.00 |
| All | Energy Efficiency | Duct Sealing | Title 24, Energy Star | Lin Ft | \$2.00 |
| All | Energy Efficiency | Electric Vehicle Plug-in Station | Must incorporate PV installation | Each | TBD |
| All | Energy Efficiency | Electronic Air Cleaner/Filter | (i.) Electronic Air Cleaner /Filter, high efficiency for use with HVAC systems – Whole Building (ii.) Input Power: 24Volts AC (iii.) Output Power: 24KV DC Nominal (iv.) Rated Static Pressure: 0.25" initial @ 500FPM (v.) Minimum Depth Thickness: 2.0" Nominal (vi.) Recommended media changes per year: 1-2 per year (vii.) Ozone production: 0 PPB detectable | Each | \$1,000.00 |
| Commercial | Generation | Emerging Technology High intensity (parabolic solar panels) | CEC | Watts | |
| Commercial | Generation | Emerging Technology Nano/thin Film Photovoltaic | CEC | Watts | |
| Residential | Energy Efficiency | Encapsulated Crawl Space | Class 1 Vapor Retarder Material | Sq Ft | \$2.75 |
| Residential | Energy Efficiency | Energy Analysis - Building Performance Test | HERS Whole House / BPI | Each | \$700.00 |
| Residential | Energy Efficiency | Exterior Siding, Insulating | Minimum R value of 3.0 | Sq Ft | TBD |
| Commercial | Water Conservation | Faucet w/ Fixed Aerator | 0.50 gpm | Each | \$250.00 |
| Residential | Water Conservation | Faucet w/ Fixed Aerator | ≤ 1.50 gpm | Each | \$125.00 |
| Commercial | Water Conservation | Filter Upgrade | Custom | Each | |
| Commercial | Water Conservation | Foundation Drain Water | Custom | Each | |

SCEIP Eligible Improvements

| Building Type | Improvement Category | Improvement Name | Requirement Spec | Unit Measured In | Unit Max Cost |
|---------------|----------------------|---|---|------------------|---------------|
| All | Generation | Fuel Cells | Approved CEC Self-Generation Incentive Program and/or Federal Investment Tax Credit (FITC) | kW | \$14,200.00 |
| All | Energy Efficiency | Geothermal Well Drilling | Custom | Each | \$30,000.00 |
| All | Water Conservation | Graywater System | Local Codes | Each | TBD |
| Commercial | Energy Efficiency | High Efficiency Electric Hand Dryer | TBD | Each | \$800.00 |
| Residential | Energy Efficiency | Home Energy Management Control System, Permanent | Custom | Each | |
| All | Water Conservation | Hot Water Heater, Instantaneous | UL and IAPMO listed | Each | \$1,500.00 |
| All | Water Conservation | Hot Water Recirculation System | UL and IAPMO listed | Each | \$1,290.00 |
| All | Water Conservation | Hot Water System, Demand Initiated | UL and IAPMO listed | Each | \$1,600.00 |
| Commercial | Energy Efficiency | HVAC Air Conditioning - Package Unit | 13 SEER or 11 EER | Each | |
| Residential | Energy Efficiency | HVAC Air Conditioning - Package Unit | ≥ 14 SEER/11 EER | Each | \$7,000.00 |
| All | Energy Efficiency | HVAC Air Conditioning - Split System Unit | 14 SEER or 12 EER | Each | \$4,500.00 |
| Residential | Energy Efficiency | HVAC Combined Hydronic System | COP Title 24 | Each | \$4,000.00 |
| Commercial | Energy Efficiency | HVAC Duct Zoning Control System | Custom | Each | |
| Residential | Energy Efficiency | HVAC Duct Zoning Control System | Custom | Each | |
| Residential | Energy Efficiency | HVAC Ducted Heat Pump System | SEER ≥ 15 or EER ≥ 12.5 or HSPF ≥ 7.0 | Each | |
| Residential | Energy Efficiency | HVAC Ductless Split System Heat Pump | SEER ≥ 15 or EER ≥ 12.5 or HSPF ≥ 7.0 | Each | \$5,000.00 |
| Residential | Energy Efficiency | HVAC Furnace, Natural Gas | ≥ 90 AFUE | Each | \$5,000.00 |
| All | Energy Efficiency | HVAC Heat Pumps - Geothermal Exchange Closed Loop | ≥ 15.5 EER | Each | \$7,500.00 |
| All | Energy Efficiency | HVAC Heat Pumps - Geothermal Exchange Open Loop | ≥ 17.8 EER | Each | \$7,500.00 |
| All | Energy Efficiency | HVAC, Evaporative Coolers | Separate duct system, max 5 g/ton-hour cooling | Each | \$3,500.00 |
| Residential | Energy Efficiency | Hydronic Radiant Heat | Must be in combination with efficient water heating or Energy Star qualified Boiler with AFUE of 85% or greater | Sq Ft | |
| Commercial | Water Conservation | Industrial Process Water Use Reduction | Custom | Each | |
| Residential | Energy Efficiency | Insulation, Attic | R30 minimum | Sq Ft | \$2.50 |
| Residential | Energy Efficiency | Insulation, Crawlspace | R19 minimum | Sq Ft | \$2.50 |
| All | Energy Efficiency | Insulation, Hot Water Pipes | R4 | Lin Ft | \$3.00 |
| All | Energy Efficiency | Insulation, Reflective or Radiant Barriers | Energy Star | Sq Ft | \$1.25 |
| All | Energy Efficiency | Insulation, Sub-floor | R19 minimum | Sq Ft | \$2.50 |
| Residential | Energy Efficiency | Insulation, Wall | 2x4 = R13 or 2x6 = R19 | Sq Ft | \$2.50 |
| All | Water Conservation | Irrigation Control System | ET Weather Based with Rain Sensor/ Shut-off | Each | \$2,000.00 |
| All | Water Conservation | Irrigation System | Matched Precipitation rate spray heads or drip | Sq Ft | \$2.00 |
| All | Energy Efficiency | Lighting Control Systems with Occupancy Sensors | Custom | Each | \$50.00 |
| All | Energy Efficiency | Lighting, High Efficiency, Hard-Wired Fixtures | Energy Star, UL Listed, Title 24 Compliant | Each | \$70.00 |

SCEIP Eligible Improvements

| Building Type | Improvement Category | Improvement Name | Requirement Spec | Unit Measured In | Unit Max Cost |
|---------------|----------------------|--|---|------------------|---------------|
| Commercial | Energy Efficiency | Motors and Controls | Custom | Each | |
| All | Generation | Photovoltaic (PV) Battery Back-up Systems | Must incorporate PV installation | Watts | \$3.00 |
| Commercial | Generation | Photovoltaic (PV) Systems | CEC | Watts | \$6.00 |
| Residential | Generation | Photovoltaic (PV) Systems - Ground Mount | CEC | Watts | \$6.50 |
| Residential | Generation | Photovoltaic (PV) Systems - Rooftop | CEC | Watts | \$5.25 |
| All | Energy Efficiency | Pool Equipment, Pool Circulating Pumps | variable flow and/or multi-speed with controllers | Each | \$3,500.00 |
| Commercial | Water Conservation | Pre-rinse Spray Valves | 1.2 gpm | Each | \$600.00 |
| Residential | Generation | PV Hybrid System (Solar, Solar Thermal, Heating) | IAPMO | Watts | \$9.00 |
| All | Water Conservation | Rainwater Cistern | Permanently Installed | Each | \$7,500.00 |
| Commercial | Water Conservation | Recycled Water Source | Custom | Each | |
| All | Energy Efficiency | Sealing, Whole Building | Energy Star | Sq Ft | \$2.00 |
| All | Water Conservation | Showerhead | ≤ 1.50 gpm | Each | \$205.00 |
| All | Energy Efficiency | Skylights | U value 0.58 or less | Each | \$1,200.00 |
| All | Energy Efficiency | Solar Thermal Systems for Hot Water | Rated by SRCC | Sq Ft | \$70.00 |
| All | Energy Efficiency | Solar Thermal Systems for Pool Heating-Evacuated Tubes | Rated by SRCC | Sq Ft | \$15.00 |
| All | Energy Efficiency | Solar Thermal Systems for Pool Heating-Panels | Rated by SRCC | Sq Ft | \$10.00 |
| All | Energy Efficiency | Solar Tubes | U value 0.58 or less | Each | \$1,000.00 |
| All | Water Conservation | Toilets, High Efficiency | ≤ 1.28 gpf | Each | \$650.00 |
| Commercial | Water Conservation | Urinals | 1 pint | Each | \$950.00 |
| Commercial | Water Conservation | Urinals, Waterless | waterless | Each | \$650.00 |
| Residential | Energy Efficiency | Ventilation for .35 ACH | Energy Star | Each | \$350.00 |
| All | Energy Efficiency | Water Heater, Heat Pump | ≥ 2.0 EF | Each | \$5,000.00 |
| All | Energy Efficiency | Water Heater, Natural Gas Storage | ≥ 0.67 EF and Energy Star | Each | \$3,000.00 |
| All | Energy Efficiency | Water Heater, Tankless | ≥ 0.82 EF and Energy Star | Each | \$4,000.00 |
| All | Water Conservation | Water Softener, Demand Initiated | Energy Star | Each | \$2,450.00 |
| All | Energy Efficiency | Weather-stripping | Energy Star | Lin Ft | \$1.00 |
| Residential | Energy Efficiency | Whole House Fan System | 2-speed or variable speed and "WHF shall have insulated covers or louvers which close when the fan is off. Covers or louvers shall have a minimum insulation value of R-4.2 | Each | \$2,550.00 |
| All | Water Conservation | Whole House Water Manifold System | Energy Star | Each | \$2,000.00 |
| All | Generation | Wind Turbine | ITAC certified list | Watts | \$7.50 |
| All | Energy Efficiency | Window Filming | NFRC glazing ratings | Sq Ft | \$5.00 |
| All | Energy Efficiency | Windows | CZ 2 - U 0.32 or less, SHGC 0.25 or less CZ 1 - U 0.32 or less | Each | \$900.00 |

JOINT POWERS AGREEMENT OF
THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS

This Agreement is made and entered into on the 1st day of April, 1991, pursuant to Government Code Section 6500 et. seq. and other pertinent provisions of law, by and between six or more of the cities located within Western Riverside County and the County of Riverside.

RECITALS

A. Each member and party to this Agreement is a governmental entity established by law with full powers of government in legislative, administrative, financial, and other related fields.

B. The purpose of the formation is to provide an agency to conduct studies and projects designed to improve and coordinate the common governmental responsibilities and services on an area-wide and regional basis through the establishment of an association of governments. The Council will explore areas of inter-governmental cooperation and coordination of government programs and provide recommendations and solutions to problems of common and general concern.

C. When authorized pursuant to an Implementation Agreement, the Council shall manage and administer thereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

I.

PURPOSE AND POWERS

1.1 Agency Created.

There is hereby created a public entity to be known as the "Western Riverside Council of Governments" ("WRCOG"). WRCOG is formed by this Agreement pursuant to the provision of Government Code Section 6500 et. seq. and other pertinent provision of law. WRCOG shall be a public entity separate from the parties hereto.

1.2 Powers.

1.2.1. WRCOG established hereunder shall perform all necessary functions to fulfill the purposes of this Agreement. Among other functions, WRCOG shall:

- a. Serve as a forum for consideration, study and recommendation on area-wide and regional problems;
- b. Assemble information helpful in the consideration of problems peculiar to Western Riverside County;
- c. Explore practical avenues for intergovernmental cooperation, coordination and action in the interest of local public welfare and means of improvements in the administration of governmental services; and
- d. Serve as the clearinghouse review body for Federally-funded projects in accordance with Circular A-95 in conjunction with the Southern California Association of Governments.

1.2.2. The Council shall have the power in its own name to do any of the following;

a. When necessary for the day to day operation of the Council, to make and enter into contracts;

b. To contract for the services of engineers, attorneys, planners, financial consultants and separate and apart therefrom to employ such other persons, as it deems necessary;

c. To apply for an appropriate grant or grants under any federal, state, or local programs.

d. To receive gifts, contributions and donations of property, funds, services and other forms of financial assistance from persons, firms, corporations and any governmental entity;

e. To lease, acquire, construct, manage, maintain, and operate any buildings, works, or improvements;

f. To delegate some or all of its powers to the Executive Committee and the Executive Director of the Council as hereinafter provided.

1.2.3 The association shall have the power in its own name, only with the approval of all affected member agencies to;

a. Acquire, hold and dispose of property by eminent domain, lease, lease purchase or sale.

b. To incur debts, liabilities, obligations, and issue bonds;

II.

ORGANIZATION OF COUNCIL

2.1 Parties.

The parties to WRCOG shall be the County of Riverside and each city located within Western Riverside County which has executed or hereafter executes this Agreement, or any addenda, amendment, or supplement thereto and agrees to such become a member upon such terms and conditions as established by the general council or executive committee, and which has not, pursuant to provisions hereof, withdrawn therefrom. Only the parties identified in this section and Associate Members approved under section 8.2 of this Agreement, if any, shall be considered contracting parties to this Agreement under Government Code section 6502, provided that the rights of any Associate Member under this Agreement shall be limited solely those rights expressly set forth in a PACE Agreement authorized in section 8.2 of this Agreement.

2.2 Names.

The names, particular capacities and addresses of the parties at any time shall be shown on Exhibit "A" attached hereto, as amended or supplemented from time to time.

2.3 Duties.

WRCOG shall do whatever is necessary and required to carry out the purposes of this agreement and when authorized by an Implementation Agreement pursuant to section 1.2.3 as appropriate, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement,

within the provisions of Government Code Section 6500 et seq. and as prescribed by the laws of the State of California.

2.4 Governing Body.

2.4.1. WRCOG shall be governed by a General Assembly with membership consisting of the appropriate representatives from the County of Riverside, each city which is a signatory to this Agreement, Western Municipal Water District, and Eastern Municipal Water District, the number of which shall be determined as hereinafter set forth. The General Assembly shall meet at least once annually, preferably scheduled in the evening. Each member agency of the General Assembly shall have one vote for each mayor, council member, county supervisor, and water district board member present at the General Assembly. The General Assembly shall act only upon a majority of a quorum. A quorum shall consist of a majority of the total authorized representatives, provided that members representing a majority of the member agencies are present. The General Assembly shall adopt and amend by-laws for the administration and management of this Agreement, which when adopted and approved shall be an integral part of this Agreement. Such by-laws may provide for the management and administration of this Agreement.

2.4.2. There shall be an Executive Committee which exercises the powers of this Agreement between sessions of the General Assembly. Members of the Executive Committee shall be the Mayor from each of the member cities, four members of the Riverside County Board of Supervisors and the President of each Water District, the remaining member of the Board of Supervisors shall serve as an alternate, except any City Council, at its discretion, can appoint a Mayor Pro Tem or other city council

member in place of the Mayor, and each water district board, at its discretion, can appoint another board member in place of the President. The Executive Committee shall act only upon a majority of a quorum. A quorum shall consist of a majority of the member agencies. Membership of the Water Districts on the General Assembly and Executive Committee of WRCOG shall be conditioned on the Water Districts entering into a separate Memorandums of Understanding with WRCOG.

2.4.3. Each member of the General Assembly and the Executive Committee shall be a current member of the legislative body such member represents.

2.4.4. Each participating member on the Executive Committee shall also have an alternate, who must also be a current member of the legislative body of the party such alternate represents. The name of the alternate members shall be on file with the Executive Committee. In the absence of the regular member from an agency, the alternate member from such agency shall assume all rights and duties of the absent regular member.

2.5 Executive Director.

The Executive Director shall be the chief administrative officer of the Council. He shall receive such compensation as may be fixed by the Executive Committee. The powers and duties of the Executive Director shall be subject to the authority of the Executive Committee and include the following:

- a. To appoint, direct and remove employees of the Council.
- b. Annually to prepare and present a proposed budget to the Executive Committee and General Assembly.
- c. Serve as Secretary of the Council and of the Executive Committee.

- d. To attend meetings of the Executive Committee.
- e. To perform such other and additional duties as the Executive Committee may require.

2.6 Principal Office.

The principal office of WRCOG shall be established by the Executive Committee and shall be located within Western Riverside County. The Executive Committee is hereby granted full power and authority to change said principal office from one location to another within Western Riverside County. Any change shall be noted by the Secretary under this section but shall not be considered an amendment to this Agreement.

2.7 Meetings.

The Executive Committee shall meet at the principal office of the agency or at such other place as may be designated by the Executive Committee. The time and place of regular meetings of the Executive Committee shall be determined by resolution adopted by the Executive Committee; a copy of such resolution shall be furnished to each party hereto. Regular, adjourned and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950 et. seq., as it may be amended.

2.8 Powers and Limitations of the Executive Committee.

Unless otherwise provided herein, each member or participating alternate of the Executive Committee shall be entitled to one vote, and a vote of the majority of those present and qualified to vote constituting a quorum may adopt any motion,

resolution, or order and take any other action they deem appropriate to carry forward the objectives of the Council.

2.9 Minutes.

The secretary of the Council shall cause to be kept minutes of regular adjourned regular and special meetings of the General Assembly and Executive Committee, and shall cause a copy of the minutes to be forwarded to each member and to each of the members hereto.

2.10 Rules.

The Executive Committee may adopt from time to time such rules and regulations for the conduct of its affairs consistent with this agreement or any Implementation Agreement.

2.11 Vote or Assent of Members.

The vote, assent or approval of the members in any manner as may be required, hereunder shall be evidenced by a certified copy of the action of the governing body of such party filed with the Council. It shall be the responsibility of the Executive Director to obtain certified copies of said actions.

2.12 Officers.

There shall be selected from the membership of the Executive Committee, a chairperson and a vice chairperson. The Executive Director shall be the secretary. The Treasurer of the County of Riverside shall be the Treasurer of the Council and the Controller or Auditor of the County of Riverside shall be the Auditor of the Council. Such persons shall possess the powers of, and shall perform the treasurer and auditor functions respectively, for WRCOG and perform those functions required of them by

Government Code Sections 6505, 6505.5 and 6505.6, and by all other applicable laws and regulations, including any subsequent amendments thereto.

The chairperson and vice chairperson, shall hold office for a period of one year commencing July 1st of each and every fiscal year; provided, however, the first chairperson and vice chairperson appointed shall hold office from the date of appointment to June 30th of the ensuing fiscal year. Except for the Executive Director, any officer, employee, or agent of the Executive Committee may also be an officer, employee, or agent of any of the members. The appointment by the Executive Committee of such a person shall be evidence that the two positions are compatible.

2.13 Committees.

The Executive Committee may, as it deems appropriate, appoint committees to accomplish the purposes set forth herein. All committee meetings of WRCOG, including those of the Executive Committee, shall be open to all members.

2.14 Additional Officers and Employees.

The Executive Committee shall have the power to authorize such additional officers and assistants as may be appropriate. Such officers and employees may also be, but are not required to be, officers and employees of the individual members.

2.15 Bonding Requirement.

The officers or persons who have charge of, handle, or have access to any property of WRCOG shall be the members of the Executive Committee, the treasurer, the Executive Director, and any other officers or persons to be designated or empowered by the Executive Committee. Each such officer or person shall be required

to file an official bond with the Executive Committee in an amount which shall be established by the Executive Committee. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be appropriate expenses of WRCOG.

2.16 Status of Officers and Employees.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, worker's compensation, and other benefits which apply to the activity of officers, agents, or employees of any of the members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Executive Committee shall be deemed, by reason of their employment by the Executive Committee, to be employed by any of the members or, by reason of their employment by the Executive Committee, to be subject to any of the requirements of such members.

2.17 Restrictions.

Pursuant to Government Code Section 6509, for the purposes of determining the restrictions to be imposed by the Council in its exercise of the above-described joint powers, reference shall be made to, and the Council shall observe, the restrictions imposed upon the County of Riverside.

2.18 Water Districts and TUMF Matters.

Pursuant to this Joint Powers Agreement, WRCOG administers the Transportation Mitigation Fee (“TUMF”) for cities in western Riverside County. The fee was established prior to the Water District’s involvement with WRCOG and will fund transportation improvements for the benefit of the County of Riverside and the cities in western Riverside County. As such, the Western Municipal Water District and the Eastern Municipal Water District General Assembly and Executive Committee Members shall not vote on any matter related to the administration of the TUMF program or the expenditure of TUMF revenues.

III

FUNDS AND PROPERTY

3.1 Treasurer.

The Treasury of the member agency whose Treasurer is the Treasurer for WRCOG shall be the depository for WRCOG. The Treasurer of the Council shall have custody of all funds and shall provide for strict accountability thereof in accordance with Government Code Section 6505.5 and other applicable laws of the State of California. He or she shall perform all of the duties required in Government Code Section 6505 and following, such other duties as may be prescribed by the Executive Committee.

3.2. Expenditure of Funds.

The funds under this Agreement shall be expended only in furtherance of the purposes hereof and in accordance with the laws of the State of California and standard accounting practices shall be used to account for all funds received and disbursed.

3.3. Fiscal Year.

WRCOG shall be operated on a fiscal year basis, beginning on July 1 of each year and continuing until June 30 of the succeeding year. Prior to July 1 of each year, the General Assembly shall adopt a final budget for the expenditures of WRCOG during the following fiscal Year.

3.4. Contributions/Public Funds.

In preparing the budget, the General Assembly by majority vote of a quorum shall determine the amount of funds which will be required from its members for the purposes of this Agreement. The funds required from its members after approval of the final budget shall be raised by contributions 50% of which will be assessed on a per capita basis and 50% on an assessed valuation basis, each city paying on the basis of its population and assessed valuation and the County paying on the basis of the population and assessed valuation within the unincorporated area of Western Riverside County as defined in the by-laws. The parties, when informed of their respective contributions, shall pay the same before August 1st of the fiscal year for which they are assessed or within sixty days of being informed of the assessment, whichever occurs later. In addition to the contributions provided, advances of public funds from the parties may be made for the purposes of this Agreement. When such advances are made, they shall be repaid from the first available funds of WRCOG.

The General Assembly shall have the power to determine that personnel, equipment or property of one or more of the parties to the Agreement may be used in lieu of fund contributions or advances.

All contributions and funds shall be paid to WRCOG and shall be disbursed by a majority vote of a quorum of the Executive Committee, as authorized by the approved budget.

3.5 Contribution from Water Districts.

The provision of section 3.4 above shall be inapplicable to the Western Municipal Water District and the Eastern Municipal Water District. The amount of contributions from these water districts shall be through the WRCOG budget process.

IV

BUDGETS AND DISBURSEMENTS

4.1 Annual Budget.

The Executive Committee may at any time amend the budget to incorporate additional income and disbursements that might become available to WRCOG for its purposes during a fiscal year.

4.2 Disbursements.

The Executive Director shall request warrants from the Auditor in accordance with budgets approved by the General Assembly or Executive Committee subject to quarterly review by the Executive Committee. The Treasurer shall pay such claims or disbursements and such requisitions for payment in accordance with rules, regulations, policies, procedures and bylaws adopted by the Executive Committee.

4.3 Accounts.

All funds will be placed in appropriate accounts and the receipt, transfer, or disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental

entities and pursuant to Government Code Sections 6505 et seq. and any other applicable laws of the State of California. There shall be strict accountability of all funds. All revenues and expenditures shall be reported to the Executive Committee.

4.4 Expenditures Within Approved Annual Budget.

All expenditures shall be made within the approved annual budget. No expenditures in excess of those budgeted shall be made without the approval of a majority of a quorum of the Executive Committee.

4.5 Audit.

The records and accounts of WRCOG shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the County Auditor, State Controller and each party to WRCOG no later than fifteen (15) days after receipt of said audit by the Executive Committee.

4.6 Reimbursement of Funds.

Grant funds received by WRCOG from any federal, state, or local agency to pay for budgeted expenditures for which WRCOG has received all or a portion of said funds from the parties hereto shall be used as determined by WRCOG's Executive Committee.

V

LIABILITIES

5.1 Liabilities.

The debts, liabilities, and obligation of WRCOG shall be the debts, liabilities, or obligations of WRCOG alone and not of the parties to this Agreement.

5.2 Hold Harmless and Indemnity.

Each party hereto agrees to indemnify and hold the other parties harmless from all liability for damage, actual or alleged, to persons or property arising out of or resulting from negligent acts or omissions of the indemnifying party or its employees. Where the General Assembly or Executive Committee itself or its agents or employees are held liable for injuries to persons or property, each party's liability for contribution or indemnity for such injuries shall be based proportionately upon the contributions (less voluntary contributions) of each member. In the event of liability imposed upon any of the parties to this Agreement, or upon the General Assembly or Executive Committee created by this Agreement, for injury which is caused by the negligent or wrongful act or omission of any of the parties in the performance of this Agreement, the contribution of the party or parties not directly responsible for the negligent or wrongful act or omission shall be limited to One Hundred Dollars (\$100.00). The party or parties directly responsible for the negligent or wrongful acts or omissions shall indemnify, defend, and hold all other parties harmless from any liability for personal injury or property damage arising out of the performance of this Agreement. The voting for or against a matter being considered by the General Assembly or executive or other committee or WRCOG, or abstention from voting on such matter, shall not be construed to constitute a wrongful act or omission within the meaning of this Subsection.

VI

ADMISSION AND WITHDRAWAL OF PARTIES

6.1 Admission of New Parties.

It is recognized that additional cities other than the original parties, may wish to participate in WRCOG. Any Western Riverside County city may become a party

to WRCOG upon such terms and conditions as established by the General Assembly or Executive Committee. Any Western Riverside County city shall become a party to WRCOG by the adoption by the city council of this agreement and the execution of a written addendum thereto agreeing to the terms of this Agreement and agreeing to any additional terms and conditions that may be established by the general assembly or Executive Committee. Special districts which are significantly involved in regional problems and the boundaries of which include territory within the collective area of the membership shall be eligible for advisory membership in the Council. The representative of any such advisory member may participate in the work of committees of the Council.

6.2 Withdrawal from WRCOG.

It is fully anticipated that each party hereto shall participate in WRCOG until the purposes set forth in this Agreement are accomplished. The withdrawal of any party, either voluntary or involuntary, unless otherwise provided by the General Assembly or Executive Committee, shall be conditioned as follows:

- a. In the case of a voluntary withdrawal following a properly noticed public hearing, written notice shall be given to WRCOG, six months prior to the effective date of withdrawal;
- b. Withdrawal shall not relieve the party of its proportionate share of any debts or other liabilities incurred by WRCOG prior to the effective date of the parties' notice of withdrawal;
- c. Unless otherwise provided by a unanimous vote of the Executive Committee, withdrawal shall result in the forfeiture of that party's rights and claims

relating to distribution of property and funds upon termination of WRCOG as set forth in Section VII below;

d. Withdrawal from any Implementation Agreement shall not be deemed withdrawal from membership in WRCOG.

VII

TERMINATION AND DISPOSITION OF ASSETS

7.1 Termination of this Agreement.

WRCOG shall continue to exercise the joint powers herein until the termination of this Agreement and any extension thereof or until the parties shall have mutually rescinded this Agreement; providing, however, that WRCOG and this Agreement shall continue to exist for the purposes of disposing of all claims, distribution of assets and all other functions necessary to conclude the affairs of WRCOG.

Termination shall be accomplished by written consent of all of the parties, or shall occur upon the withdrawal from WRCOG of a sufficient number of the agencies enumerated herein so as to leave less than five of the enumerated agencies remaining in WRCOG.

7.2 Distribution of Property and Funds.

In the event of the termination of this Agreement, any property interest remaining in WRCOG following the discharge of all obligations shall be disposed of as the Executive Committee shall determine with the objective of distributing to each remaining party a proportionate return on the contributions made to such properties by such parties, less previous returns, if any.

VIII

PACE IMPLEMENTATION AND PARTICIPATION AGREEMENTS;

ASSOCIATE MEMBERSHIP

8.1 Execution of Agreement.

When authorized by the Executive Committee, any affected member agency or agencies enumerated herein, may execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare. The costs incurred by WRCOG in implementing a program including indirect costs, shall be assessed only to those public agencies who are parties to that Implementation Agreement.

8.2 PACE Agreements; Associate Membership.

WRCOG shall be empowered to establish and operate one or more Property Assessed Clean Energy (“PACE”) programs pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code, and to enter into one or more agreements, including without limitation, participation agreements, implementation agreements and joint powers agreements and amendments thereto to fulfill such programs both within and outside the jurisdictional boundaries of WRCOG.

WRCOG, acting through its Executive Committee, shall be empowered to establish an “Associate Member” status that provides membership in WRCOG to local jurisdictions that are outside WRCOG’s jurisdictional boundaries but within whose boundaries a PACE program will be established and implemented by WRCOG. Said local jurisdictions shall become Associate Members of WRCOG by adopting one or more agreements (the “PACE Agreement”) on the terms and conditions established by

the Executive Committee and consistent with the requirements of the Joint Exercise of Powers Act, being 5 of Division 7, Title 1 of the California Government Code (Sections 6500 et seq.). The rights of Associate Members shall be limited solely to those terms and conditions expressly set forth in the PACE Agreement for the purposes of implementing the PACE program within their jurisdictional boundaries. Except as expressly provided for by the PACE Agreement, Associate Members shall not have any rights otherwise granted to WRCOG's members by this Agreement, including but not limited to the right to vote, right to amend this Agreement, and right to sit on committees or boards established under this Agreement or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee.

IX

MISCELLANEOUS

9.1 Amendments.

This Agreement may be amended with the approval of not less than two-thirds (2/3) of all member agencies.

9.2 Notice.

Any notice or instrument required to be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the parties as shown on Exhibit "A", shall be deemed to have been received by the party to whom the same is addressed at the expiration of seventy-two (72) hours after deposit of the same in the United States Post Office for transmission by registered or certified mail as aforesaid.

9.3 Effective Date.

This Agreement shall be effective and WRCOG shall exist from and after such date as this Agreement has been executed by any seven or more of the public agencies, including the County of Riverside, as listed on page 1 hereof.

9.4 Arbitration.

Any controversy or claim between any two or more parties to this Agreement, or between any such party or parties and WRCOG, with respect to disputes, demands, differences, controversies, or misunderstandings arising in relation to interpretation of this Agreement, or any breach thereof, shall be submitted to and determined by arbitration. The party desiring to initiate arbitration shall give notice of its intention to arbitrate to every other party to this Agreement and to the Executive Director of the Council. Such notice shall designate as "respondents" such other parties as the initiating party intends to have bound by any award made therein. Any party not so designated but which desires to join in the arbitration may, within ten (10) days of service upon it of such notice, file with all other parties and with the Executive Director of the Council a response indicating its intention to join in and to be bound by the results of the arbitration, and further designating any other parties it wishes to name as a respondent. Within twenty (20) days of the service of the initial demand for arbitration, the initiating party and the respondent or respondents shall each designate a person to act as an arbitrator. The designated arbitrators shall mutually designate the minimal number of additional persons as arbitrators as may be necessary to create an odd total number of arbitrators but not less than three to serve as arbitrator(s).

The arbitrators shall proceed to arbitrate the matter in accordance with the provisions of Title 9 of Part 3 of the Code of Civil Procedure, Section 1280 et. seq. The parties to this Agreement agree that the decision of the arbitrators will be binding and will not be subject to judicial review except on the ground that the arbitrators have exceeded the scope of their authority.

9.5 Partial Invalidity.

If any one or more of the terms, provisions, sections, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, sections, promises, covenants and conditions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

9.6 Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto.

9.7 Assignment.

The parties hereto shall not assign any rights or obligations under this Agreement without written consent of all other parties.

9.8 Execution.

The Board of Supervisors of the County of Riverside and the city councils of the cities enumerated herein have each authorized execution of this Agreement as evidenced by the authorized signatures below, respectively.

Original Members Agencies

1. City of Banning
2. City of Beaumont (withdrawn)
3. City of Calimesa
4. City of Canyon Lake
5. City of Corona
6. City of Hemet
7. City of Lake Elsinore
8. City of Moreno Valley
9. City of Murrieta
10. City of Norco
11. City of Perris
12. City of Riverside
13. City of San Jacinto
14. City of Temecula
15. County of Riverside

Additional City Members

1. City of Eastvale (added on 08/02/2010, Resolution 01-11)
2. City of Jurupa Valley (added on 07/29/2011, Resolution 02-12)
3. City of Menifee (added on 10/06/2008, Resolution 03-09)
4. City of Wildomar (added on 08/04/2008, Resolution 01-09)

**THE WESTERN RIVERSIDE
COUNCIL OF GOVERNMENTS**

Participating Agencies

5. Eastern Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
6. Western Municipal Water District (membership on the Governing Board of WRCOG, 05/11/2009)
7. Riverside County Superintendent of Schools (membership as an ex-officio, advisory member of WRCOG, 11/07/2011)
8. Morongo Band of Mission Indians (membership as an ex-officio, advisory member of WRCOG, 6/4/2013)



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7B

Meeting Date: 01/07/2015

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, Consideration and Possible Action to Approve the Sub-Lease of the Field of Dreams for the BR Cohn Fall Music Charity Fundraiser

Summary

In early October, the City Manager was approached the BR Cohn Fall Music Charity Fundraiser representatives to discuss the feasibility of moving his Fall Music Festival to Sonoma and holding a "uniquely Sonoma" music festival on the Field of Dreams. It was clear that the main focus was to bring specific benefit to the local economy and local charities, in particular, the Veteran's organizations. The Festival is proposed for the first weekend of October 2015 (October 2-4).

BR Cohn Fall Music Charity Fundraiser is requesting Council approval to sublease the Field of Dreams for the event which has received approval from the Sonoma Valley Field of Dreams Board for the sublease of the property. Per the lease agreement, the City is required to give final approval.

Recommended Council Action

Approve the sublease of the Field of Dreams. BR Cohn Fall Music Charity Fundraiser has received approval from the Sonoma Valley Field of Dreams Board for the sublease of the property.

Alternative Actions

Do not approve the sub-lease of Field of Dreams; add additional provisions or modify existing terms.

Financial Impact

City general fund revenues are expected to increase based upon visitor lodging and spending within local restaurants and shops. To the extent the Festival would become an annual event, publicity about it could be an effective part of the overall tourism promotion program in partnership with the Sonoma Valley Visitors Bureau and the Tourism Improvement District.

Environmental Review

Status

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

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

Attachments:

Supplemental Report
Letter from BR Cohn Fall Music Charity Fundraiser
Letter from Field of Dreams Board of Directors

Alignment with Council Goals:

Policy & Leadership: Provide continuing leadership as elected officials and members of the community

cc:

BR Cohn Fall Music Charity Fundraiser

SUPPLEMENTAL REPORT

Discussion, Consideration and Possible Action to Approve the Sub-Lease of the Field of Dreams for the BR Cohn Fall Music Charity Fundraiser *For Council Meeting of January 7, 2015*

Background

In early October, the City Manager was approached the BR Cohn Fall Music Charity Fundraiser representatives to discuss the feasibility of moving his Fall Music Festival to Sonoma and holding a “uniquely Sonoma” music festival on the Field of Dreams. It was clear that the main focus was to bring specific benefit to the local economy and local charities, in particular, the Veteran’s organizations. BR Cohn has a wealth of experience in festival organization, but his desire was to “do it right” for the City. In that vein, City staff members met with Mr. Cohn and his event staff to discuss the proposed Sonoma Music Festival and the specific regulations related to their proposal and other recommendations related to noise, traffic, circulation and parking. The Festival is proposed for the first weekend of October 2015 (October 2-4).

This evening, the purpose of the presentation is to introduce the proposal to the Council and request approval from the City Council of the sublease of the Field of Dreams. BR Cohn Fall Music Charity Fundraiser has received approval from the Sonoma Valley Field of Dreams Board for the sublease of the property. Per the lease agreement, the City is required to give final approval.

BR Cohn Fall Music Charity Fundraiser Event has submitted a Special Events Application for the event to the Community Services and Environment Commission (CSEC), which will be heard on either January 14 or February 11, 2015. If a special events permit is granted, the event will thereby receive a waiver from the normal limitations of the City’s Noise Ordinance. This is important to note because the event entails amplified music for up to two nights (Friday and Saturday), as late as 10:30 p.m. Although the applicants have indicated that they will take various steps to mitigate noise levels, it is clear from other examples such as the Red and White Ball and the Jazz Festival, that large-scale amplified music events can be heard city-wide.

Agreement with the City and Field of Dreams Board of Directors

While many aspects of the Festival do not require City Council approval and can be approved at the staff level (temporary use permit and event parking; encroachment permit for First Street West crossing), Council action is required with respect to use of City property (sublease of Field of Dreams) and waiver of certain provisions of the Special Events Policy. An agreement will be drafted and signed between the Field of Dreams and BR Cohn Fall Music Charity Fundraiser after all approvals are granted through the CSEC.

Insurance Requirement

BR Cohn Fall Music Charity will provide evidence of insurance with the coverages and limits required by the City’s risk manager.

Use of City Property

- **Police Department Public Parking Lot:** BR Cohn Fall Music Charity may require use of a portion of the Police Department Public Parking Lot for staging. This will be negotiated separately prior to the event.

Use of City Services

- **City Staff Time:** BR Cohn Fall Music Charity Fundraiser will reimburse the City for staff time necessary for the management and/or production of this event.
- **Sonoma Valley Fire-Rescue Authority:** Sonoma Valley Fire-Rescue Authority will provide exclusive ALS ambulance services to the BR Cohn Fall Music Charity Fundraiser.
- **Public Works:** BR Cohn Fall Music Charity Fundraiser will have minimal impact on the Public Works Department. City will be reimbursed for any Public Works services.
- **Law Enforcement Services Contract:** BR Cohn Fall Music Charity Fundraiser has agreed to contract with the Sonoma County Sheriff's Department for law enforcement security. All expenditures and revenues associated with the law enforcement contract will pass through the Sheriff's Department budget and not through the City's budget, so there will not be an associated impact to the City budget for police services. BR Cohn has utilized the Sheriff's Department for their prior Fall Concerts at the winery and have a good prior working relationship so the location change will be seamless.

Taxes

- BR Cohn Fall Music Charity Fundraiser and any subcontractors are required to obtain City business licenses.
- BR Cohn Fall Music Charity Fundraiser and any vendors allowed to sell products at the Festival site are required to obtain resale licenses and arrange to report point-of-sale in Sonoma.

Financial Impacts

City general fund revenues are expected to increase based upon visitor lodging and spending within local restaurants and shops. To the extent the Festival would become an annual event, publicity about it could be an effective part of the overall tourism promotion program in partnership with the Sonoma Valley Visitors Bureau and the Tourism Improvement District.

SONOMA MUSIC FESTIVAL



Dear Honorable Sonoma City Council,

I'm writing you in hopes you will help move the BR Cohn Fall Music Charity Fundraiser which I have been doing at BR Cohn Winery for the last 28 years. I would like to bring the Fundraiser to the Field of Dreams next October 2-4. Reason being is the production build out costs at the Winery coupled with the ABC requiring the Winery to close for the weekend have made it too costly. By relocating to the Field of Dreams I can save over \$100,000 in production costs which will be able to go directly to the recipients above and beyond what we normally raise. I would like to rename the festival "The Sonoma Music Festival" produced by BR Cohn Charity Events and create an event that is a true benefit to the community.

I'm asking you to help us keep the ball rolling by approving the sub-lease for FOD and granting us a sound waiver for the above dates and festival. Our next steps would be to submit application and plans to CSEC at their next meeting, hold an open-house neighbor meeting to discuss plans and to go on sale February 1. In those plans we will include traffic mitigation, parking, promoting alternative transportation including biking and walking using the city-long bike path.

Right now B R Cohn Charity Events envisions 2 concerts at Field of Dreams and a charity auction dinner at the Vet's Hall over the three-day period Friday – Sunday. Festivals will be day into evening depending on artist's preference.

B R Cohn Charity Events of course would employ all the professional planning and execution we had at the winery for 28 years, including noise abatement, public safety emphasis, high production values and complete attendee satisfaction. Our past success can be measured in the \$6.5 million we have raised for many local charities including veteran's charities, local and national.

We have met with city staff and reviewed their needs with them and feel excited to work with your great team.

We thank you in advance for considering these three initial requests and look forward to seeing you on January 7 to discuss this further and answer your questions.

Best Regards

A handwritten signature in black ink, appearing to read "Bruce Cohn".

Bruce Cohn

SONOMA VALLEY FIELD OF DREAMS



175 First Street West
P.O. Box 2072
Sonoma, CA 95476

Phone: 707 799-7728
www.facebook.com/sonomafieldofdreams

December 16, 2014

City of Sonoma
City Manager: Carol Giovanatto
1 The Plaza
Sonoma, CA 95476

Re: Field of Dreams sub-lease to B.R. Cohn Charity Events for music festival in October, 2015

Dear Carol,

I am happy to advise you that the Sonoma Valley Field of Dreams Board of Directors have agreed to sub-lease the fields to B.R. Cohn Charity Events for their 2015 Fall Charity Music Festival. The sub-lease will be for all the fields and will be for several days prior and after the three day festival. The tentative date of the festival is October 2-4, 2015.

I understand that prior to sub-lease the fields for a non-sports event that the approval of the City's Community Services & Environment Committee is required and I look forward to the Committee's approval.

I am very excited about a music festival returning to the Sonoma. Should you have any questions please let me know.

Best regards,

A handwritten signature in cursive script that reads "Richard Goertzen".

Richard Goertzen
Richard.goertzen@libertymutual.com phone: (707) 799-7728
President: Sonoma Valley Field of Dreams



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7C

Meeting Date: 01/07/15

Department

Planning

Staff Contact

Associate Planner Atkins

Agenda Item Title

Discussion, consideration and possible action to adopt an updated Special Events Policy.

Summary

Background

The City's Special Events Policy, last updated in 2007, provides rules and processes utilized by staff and the Community Services and Environment Commission (CSEC) in relation to Special Events. The stated purpose of the policy is to "seek an appropriate balance between the benefits of organized events and their associated impacts on the community". At the request of the City Council, and over the past several months, the CSEC conducted a thorough review of the policy and drafted proposed revisions. On August 18, 2014, the City Council and CSEC discussed the policy at a joint study session and at their September 10, 2014, meeting the CSEC received input from the public and event organizers. On October 20, 2014, the City Council considered the updates to the Policy; ultimately, the motion to approve the updates to the Policy failed by a vote of 2-3 and was sent back to the CSEC for further revisions. The CSEC has continued to work with staff to modify the Policy. On December 10, 2014, the CSEC considered the modifications and voted unanimously to recommend that the City Council adopt the Policy as amended.

The following is a summary of the major changes involved with the update of the Policy:

- Added provisions to permit staff review of large-scale reoccurring events when directed by the CSEC.
 - Inserted a section prohibiting inflatable jumpers.
 - Added a section outlining specific requirements for safety and security, portable restrooms, and public restroom monitoring.
 - Attached a section that requires for-profit events to comply with the Food and Beverage Ticket Sales policy.
 - Added a section allowing food trucks.
 - Included definitions for large-scale events and locally based non-profit organizations.
 - Modified the duration and hours of operation for Plaza Park (including the prohibition of event structures in the Plaza Park during the week from the hours of 8 a.m. to 5 p.m.), unless specifically approved by the CSEC. Amplified noise was limited to an 8 a.m. start time in Depot Park. In all other parks, the regulation of amplified noise was limited to the standards addressed in the Noise Ordinance consistent with the Residential Power Equipment restrictions.
 - Modified the banner section for the Plaza Park by prohibiting all signs with the exception of one banner on the historic directory sign and signs on approved tents, unless specifically approved by the CSEC.
 - Added section prohibiting tents (greater than 10 square feet in area) or structures in the horseshoe area, unless specifically approved by the CSEC.
 - Addressed a process for reserving parking around the Plaza.
 - Removed the requirement for rotation of off-limit areas of the Plaza.
-

Recommended Council Action

Adopt the resolution adopting the updated Special Events Policy.

Alternative Actions

Council discretion

Financial Impact

Fees associated with special events are included in the Fee Schedule adopted by City Council on November 18, 2013.

Environmental Review

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

Status

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

Attachments:

- Resolution
 - Supplemental Report
 - Special Events Policy
-

Alignment with Council Goals: Balancing City character by setting policy for community events to not impact our City in negative ways.

cc: CSEC Members
Event Organizers

SUPPLEMENTAL REPORT

DISCUSSION AND POSSIBLE ACTION REGARDING UPDATES TO THE SPECIAL EVENTS POLICY DEVELOPED BY THE COMMUNITY SERVICES AND ENVIRONMENT COMMISSION

For the City Council Meeting January 7, 2015

Background

The City of Sonoma has facilitated special events in conjunction with a Special Events Policy since 2003. Most recently in 2007, the City Council approved modifications to the Special Events Policy. Presently, as directed by the City Council, staff and the Community Services and Environment Commission (CSEC) are proposing updates to the Special Events Policy (Policy) to achieve a more defined structured special event coordination with recommendations geared toward having continued onsite event management.

On August 18, 2014, a study session was held with the City Council and the CSEC to foster a discussion to further define the Policy. On October 20, 2014, the City Council considered the updates to the Policy; ultimately, the motion to approve the updates to the Policy failed by a vote of 2-3 and was sent back to the CSEC for further revisions.

The CSEC has continued to work with staff to modify the Policy. On December 10, 2014, the CSEC considered the modifications and voted unanimously to recommend that the City Council adopt the Policy as amended. The Policy is now before the City Council for discussion and possible action.

Summary of Changes

The modifications to the Policy that would be implemented by the attached Resolution are summarized in the table below.

| Summary of Proposed Changes | | |
|---|---|---|
| Section | Summary of Proposed Changes | Reason for Proposed Change |
| A. Rights of Appeal | This language was transferred from section D.6. | The City Council requested that the right to appeal any decision by the CSEC or Special Event Coordinator be stated in the beginning of the policy. |
| Application Content and Deadlines (D.1.a.) | Added language stating that an incomplete application will not be processed or scheduled for review until all information is submitted in accordance with this policy | It is important for the CSEC, SEC, and the Special Event Coordinator to have complete information before making decisions. |
| Application Content and Deadlines (D.1.a.2) | Added statement that a special event shall not be advertised until the application has been approved by the Special Event Coordinator, CSEC, or City Council | If an event is advertised prior to approval and the application is denied it could cost the applicant money. |

| | | |
|---|---|--|
| <p>Application Content and Deadlines (D.1.b.3.)</p> | <p>Added requirement to indicate the number and location of all proposed food vendors (including food trucks) barbeques, and generators (if proposed). The number of food vendors allowed shall be at the discretion of the CSEC or the Special Event Coordinator. Indicate type, layout, and method of support for all proposed fencing (Note: staking or fencing to delineate activity areas is discouraged). Added a requirement to indicate the type and layout of all proposed furniture (i.e. tables and chairs).</p> | <p>It is important to know if food vendors are proposed in conjunction with an event and where they are proposed to be located. For example barbeques are not permitted adjacent to City Hall as the smoke can cause damage to the building. Although fencing is discouraged it requires approval by the CSEC. Some staking methods can damage the lawn and the irrigation systems. Furniture can damage the lawn.</p> |
| <p>Staff Review (D.2.c.)</p> | <p>Added the ability for the CSEC to allow the review of large-scale reoccurring events by the Special Event Coordinator, with or without interdepartmental review by the SEC, provided zero violations of the Special Event Policy were indicated during the previous Post-Event Review.</p> | <p>This ability will reduce the amount of time it takes for a reoccurring event (with no issues) to received approval.</p> |
| <p>Post-Event Review (D.5)</p> | <p>Added the ability for the CSEC to waive the requirement for a CSEC post-event review (if waived by the CSEC the review is required by the Special Event Coordinator). Also added a statement that the financial statement shall be prepared in accordance with Generally Accepted Accounting Principles, including a simple budget to actual analysis and detail of any overhead expense line that exceeds 10% of gross receipts. Added requirement of proof of receipt of funds from the beneficiary(ies) of the event.</p> | <p>This ability will reduce the time taken for the post-event review process. Consistent financial information is required to determine the benefits and costs of an event. The CSEC would like the ability to verify that donations are made to the designated beneficiaries.</p> |
| <p>Prohibitions (D.8.)</p> | <p>Added language prohibiting inflatable jumpers. Added language that stakes may only be inserted into the ground if approved by the CSEC or Special Event Coordinator.</p> | <p>The Public Works Director is working on an Ordinance that would ban inflatable jumpers from all City Parks for safety and liability reasons; this section has been modified for Municipal Code consistency.</p> |
| <p>Restrictions, Requirements and Guidelines (E.1.)</p> | <p>This language was transferred from appendices A, B, and C.</p> | <p>This section was listed separately in Appendices A, B, and C. Listing it only once make the Policy more streamlined.</p> |
| <p>Restrictions, Requirements and Guidelines (E.2.e.)</p> | <p>Added language that applies only to for-profit organizations requiring minimum contributions related to merchandise, food, and beverages sold at an event. A minimum of 10% of gross revenue or 40% of the net profits (whichever is greater) shall be donated to a locally based non-profit organizations. Added statement that conditions of approval of subsequent</p> | <p>Many of the stated community benefits of special events relate to generating income for local community-serving non-profit organizations and public programs. For-profit</p> |

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| | <p>year's events may be affected by the organization's failure to provide the required information regarding the donation to non-profit beneficiaries, which failure may also constitute grounds for denial of future year's event permits. A copy of the non-profit IRS form 990 or equivalent shall be required with subsequent year's Special Event Application submittal.</p> | <p>organizations may host events but a portion of the profits must be donated to locally based non-profit organizations</p> |
| <p>Sale of Wholesale Purchased Arts and Crafts (E.2.f.)</p> | <p>This language was transferred from appendices A, B, and C.</p> | <p>This section was listed separately in Appendices A, B, and C. Listing it only once make the Policy more streamlined.</p> |
| <p>Sale of Wholesale Purchased Arts and Crafts (E.2.g.)</p> | <p>This language was transferred from appendices A, B, and C.</p> | <p>This section was listed separately in Appendices A, B, and C. Listing it only once make the Policy more streamlined.</p> |
| <p>Safety and Security (6.)</p> | <p>Added the following section:</p> <ol style="list-style-type: none"> a. Crowd managers shall be provided by the event organizer for events where more than 1,000 persons congregate. The minimum number of crowd managers shall be established at a ratio of one crowd manager to every 250 persons, unless a lesser amount is established by the Fire Code Official. The event organizer shall contact the Police Department concerning security related issues and this information shall be provided in the required Public Safety Plan. The City may require professional security or contracted Police Department services for events where alcoholic beverages will be sold or consumed (with an estimated attendance in excess of 750 persons), or for any event for which the Special Events Coordinator or Police Chief determines identified public safety concerns warrant security. b. The City reserves the right of full access to all activities at any time to insure all rules and laws are being observed. The City reserves the right to suspend any individual or group from using City facilities and property if their behavior is determined to be abusive, destructive or in violation of any City rule without refund. The City reserves the right to cancel any scheduled event. c. All special events closing streets, or estimating 250 or more people must submit a Public Safety Plan with their application. Safety Plan must contain who is monitoring the event for safety and what is the action plan in the event of a minor or major injury or incident. d. The Fire Department requires that all decorations be fire-retardant per Chapter 8 of the California Fire Code and no open flame or pyrotechnics are allowed without written approval from the | <p>Staff worked with the Police and Fire Departments to add this section to protect the safety of event attendees.</p> |

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| | <p>Sonoma Valley Fire Rescue Authority (707) 996-2102.</p> <p>e. Temporary tents and membrane structures having an area in excess of 400 square feet and individual tents (open on all sides) having a maximum size of 700 square feet shall not be erected, operated, or maintained for any purpose without first obtaining a permit, inspection, and approval from the fire code official.</p> | |
| Restrooms (7.) | <p>Added the following section: Events with attendance of 100 persons must provide portable restrooms as defined in the attached Restroom/Sink Estimator for Special Events unless a lesser amount is established by the Parks Supervisor, 10% of which must meet ADA specifications. At least one hand washing station shall also be provided.</p> | <p>Added section to protect the health of event attendees.</p> |
| Solid Waste and Recycling (8.) | <p>Added the following section: All event applicants are required to submit a recycling and solid waste plan. Helpful hints for event planners will be provided as part of the special event application packet.</p> | <p>Added section to ensure adequate recycling and solid waste containers are provided with a focus on recycling.</p> |
| Sales and Distribution of Food, Beverages, or Merchandise (9.) | <p>Added the following section:</p> <ol style="list-style-type: none"> a. Any person or organization, including a non-profit organization, who is selling food or merchandise at a special event, must obtain a City of Sonoma business license, as provided in Title 5 of the Sonoma Municipal Code. Please call the City of Sonoma Finance Department at (707) 933-3681 for more information. <ol style="list-style-type: none"> 1. Sponsoring organizations are required to cooperate with the City in assuring compliance with the City’s business license requirements, for example, by providing lists of vendors and exhibitors upon request by the City. 2. Sponsoring organizations shall cooperate with the City in programs to assure that all taxable retail sales occurring at events are reported as taking place within the City. b. Events that are sponsored by a for-profit organization must comply with the City of Sonoma policy regulating Food and Beverage Ticket Sales. c. Each participating food vendor shall obtain a City of Sonoma Business License. Each vendor shall post their business license in a readily visible location at or upon the vending station. d. Each participating food vendor shall obtain a Sonoma County Health Department Permit to | <p>This section was added to require that all food and beverage vendors comply with the City of Sonoma requirements, Sonoma County Health Department requirements. In addition this section introduces a City of Sonoma Food and Beverage Ticket Sales policy for only for-profit organizations. The purpose of the Food and Beverage Ticket Sales policy is to ensure that all for-profit organizations donate 10% of gross revenue or 40% of the net profits (whichever is greater) to one or more locally based non-profit organizations.</p> |

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| | <p>Operate. Each vendor shall post an SB180-“public right to know” sign in a readily visible location at or upon the vending station.</p> <p>e. Food vendors shall comply with the County of Sonoma, Department of Health Services, Environmental Health & Safety Section temporary food facilities requirements and procedures.</p> | |
| Fees and Cost (F.2.) | <p>Added the following language: The annual Fourth of July Parade and Plaza Event and the annual City party are sponsored by the City and the organizer of these events shall not be charged application, rental fee maintenance fees, or a damage deposit; however, said events shall be subject to the standard application, review, and approval process.</p> | <p>Reorganized this section to reflect that the Fourth of July Parade and Plaza Event and the annual City party are the only City Sponsored events recognized in the Policy and removed any reference to fee waivers.</p> |
| Fees and Cost (F.2.) | <p>Removed this section.</p> | <p>See above.</p> |
| Fees and Costs (F.3.) | <p>Removed section that stated that rental fees shall not be charged for “Small scale events”.</p> | <p>This section was removed due to unrecovered costs associated with small events. The City Council approved the Small scale event fee on the Fee Schedule on November 18, 2013.</p> |
| Fees and Costs (F.4.) | <p>Added the following language: The following events shall be exempt from paying the application fee, rental fee, and maintenance fee provided the Small-scale event may be reviewed by the Special Event Coordinator:</p> <ul style="list-style-type: none"> a. Easter Egg Hunt b. Santa on the Plaza | <p>The Assistant City Manager has requested that the Draft Policy include an exemption for the Easter Egg Hunt and Santa on the Plaza events from paying the application fee, rental fee, and maintenance fee (a Damage Deposit shall be required) provided the Small-scale event may be reviewed by the Special Event Coordinator. The reasons for the exceptions are as follows: 1) these events are small in nature; 2) these events are run by non-profit organizations; 3) these events require minimal activities by staff to approve and monitor the events; and, 4) these events provide a specific benefit to the community.</p> |
| Definitions (G.) | <p>Inserted the following definitions:</p> <ul style="list-style-type: none"> • Crowd Manager | <p>The purpose for adding the definitions was to make sure</p> |

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| | <ul style="list-style-type: none"> • For-profit Organization • Large-scale Events • Locally Based Tax-exempt Non-profit Organization • Net Profit • Public Safety Plan • Solid Waste Recycling Plan <p>Removed the definition for Tax exempt non-profit organization; locally based.</p> | <p>that all the relevant terms in the Special Event Policy were defined. The term Tax exempt non-profit was redefined as Locally Based Tax-exempt.</p> |
| Definitions (G) | Modified the description of Large and Small Scale Event to allow events in Depot Park to be considered small event even if all sections are proposed to be utilized. | This will create a more streamlined process for events in Depot Park. |
| Plaza Park Restrictions, requirements and Guidelines (Appendix A.1.b.) | This section was modified to allow the CSEC discretion to approve an exception for limited active use of the Plaza Horseshoe Lawn area including the display of tents, booths, umbrellas, tables, signs, etc. Currently a request to display a sign on the horseshoe lawn requires approval by the City Council. | This section was modified to allow the CSEC the discretion to consider the active use of the horseshoe lawn with an exception. |
| Plaza Park Restrictions, requirements and Guidelines (Appendix A.1.c.) | Added language to require that finish line delineations demarcations in the Plaza horseshoe area taller than ten feet in height shall be prohibited unless specifically approved by the CSEC. | This section was added because the CSEC expressed concerns that an unobstructed view of City Hall, which is a National Historic Landmark, must be provided at all times, unless specifically approved by the CSEC. |
| Tents (A.1.d.) | Inserted limitations that no tents (greater than 10 square feet in area and a maximum height of 10 feet) or structures shall be placed in the horseshoe area unless specifically approved by the CSEC. | The purpose of this requirement is to provide an unobstructed view of City Hall, which is a National Historic Landmark, unless specifically approved by the CSEC. |
| Quadrant rotation (Appendix A.2.) | Remove the requirement to close one quadrant of the Plaza every four years. | The intent of this practice was to minimize compaction of soil around tree roots; however, the Parks Supervisor has indicated that unless an area of the Plaza is physically barricaded from use by all members of the public (not just Special Events) rotation of off-limits areas of the Plaza would not benefit tree roots. |
| Hours of Operation (Appendix A.2.) | Language was added to limit special events in the Plaza park to 5 p.m. to 7:30 a.m. (Monday through Sunday). Friday through Sunday, events may begin set up at 5 p.m. on Friday and event cleanup shall be completed by 7:30 a.m. on Monday, unless specifically approved by the CSEC. | The impetus for this prohibition stems from the observation that event structures in the Plaza Park during the week (displayed during the day) interfere |

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| | | with City Hall business and also the CSEC wants to encourage events that desire daytime events (during the week) to use Depot Park instead of the Plaza Park. |
| Restroom Facilities (Appendix A.3.1., B.4., C.1.) | Added language to require that restroom be monitored and cleaned (if necessary) at least once per hour during the event. | Added section to protect the health of event attendees. |
| Solid waste and Recycling (Appendix 5. Appendix B.5., and Appendix C.2.) | Relocated this section from Appendix A, B, and C to E.8. | This section was listed separately in Appendices A, B, and C. Listing it once provides for a more streamlined Policy. |
| Noise (Appendix A.5.) | A statement was added to prohibit amplified music in the Plaza Park prior to 7 a.m. unless the CSEC approves an extension. | At the Joint Study Session with the City Council on August 18, 2014, the City Council requested limitations related to amplified music in the Plaza Park. |
| Event Banner (Appendix A.6.) | This section was modified to remove the requirement for banner review by the City Council, allowing approval by the CSEC, and added an allowance for display of a banner on the historic directory sign located on the southeast portion of the Plaza. | The City Council requested the Policy be revised to allow the CSEC discretion to approved banner signs on the horseshoe lawn. In addition, a new historic directory sign will be installed on the southeast portion of the Plaza, which will include an area for Plaza event banners. |
| Minimum Contributions (Appendix A. 8, Appendix B. 8, and Appendix C.5.) | Relocated this section from Appendix A, B, and C to E.1.e. | This section was listed separately in Appendices A, B, and C. Listing it once provides for a more streamlined Policy. |
| Limitations on the Sale of Wholesale Purchased Arts and Crafts (Appendix A.9., Appendix B.9., and C.6.) | Relocated this section from Appendix A, B, and C to E.1.f. | This section was listed separately in Appendices A, B, and C. Listing it only once make the Policy more concise. |
| Proof of Insurance (Appendix | Relocated this section from Appendix A, B, and C to E.1.g. | This section was listed separately in Appendices A, B, and C. Listing it only |

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| A.10., Appendix B.10., and Appendix C.7.) | | once make the Policy more streamlined. |
| Business License and Sales Tax (Appendix A.10., Appendix B.11., and Appendix C.8.) | Relocated this section from Appendix A, B, and C to E.9.a. | This section was listed separately in Appendices A, B, and C. Listing it only once make the Policy more streamlined. |
| Public Access to City Facilities During Events (A.12; B.12; and C.9.) | Relocated this section from Appendix A, B, and C to E.1. | This section was listed separately in Appendices A, B, and C. Listing it only once make the Policy more streamlined. |
| Food Vendors (Appendix A.8.) | A section was added prohibiting barbeques from placement directly adjacent to the City Hall building. | Grease from barbeques damages the exterior stone of the building. |
| Reserved Street Parking (Appendix A.9.) | A process was identified for event applicants to reserve on-street parking around the Plaza park in conjunction with a Plaza event. The CSEC or Special Event Coordinator shall make a recommendation to the Streets Supervisor as to the maximum number of parking spaces that may be reserved. | The CSEC indicated the desire to know all aspects of an event at the time the application is submitted. There was not a previous process for reserving parking around the Plaza Park. |
| Duration and Hours of Operation (Appendix B.3.) | Removed all limitations on duration and hours of operation for events in Depot Park. | The CSEC hopes to encourage events that desire daytime events (during the week) to use Depot Park instead of the Plaza Park. |
| Noise (Appendix B.6.) | A statement was added to prohibit amplified music in Depot Park prior to 8 a.m. unless the CSEC approves an extension. | At the Joint Study Session with the City Council on August 18, 2014, the City Council requested limitations related to amplified music in Depot Park. |
| Banners (Appendix B.7 and Appendix C.4.) | Removed the allowance for an event at the Depot Park and all other venues to display a banner on the Plaza Park horseshoe lawn area. | Appendix B.2 allows for a banner advertising an event to be displayed in Depot Park. There are no other provisions for banners to be displayed in other venues |
| Noise (Appendix C.3.) | A statement was added that required music in all other venues to comply with the Noise Ordinance consistent with the Residential Power Equipment restrictions. | At the Joint Study Session with the City Council on August 18, 2014, the City Council requested limitations related to |

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| | | amplified music in all venues other than Plaza Park and Depot Park. |
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Onsite Event Management

Staff members and the subcommittee have expressed concerns that onsite event management is often necessary to ensure that event organizers adhere to the approved event conditions of approval. Wendy Atkins is the current acting Special Event Coordinator and attended many of the 2014 events and only had a major issue with one event. This is a significant improvement from past year events. Allowing City staff to attend the events insured that the community benefits and community costs of events were balance with the Special Events Policy. It is staff’s recommendation that a staff member continue in the role of Special Events Coordinator in 2015. A provision exists in the current policy to recover costs associated with onsite event management and moving forward, onsite event management shall be on a case-by-case basis and costs associated with staff time expended to monitor the event shall be the born by the event organizer. A cost estimate will be provided to the event organizer at the time of the Special Event Committee meeting and a deposit for the onsite event management shall be collected prior to event approval.

Findings

The findings necessary to approve an event are not proposed to be changed at this time. Staff has outlined the findings that must be made in order for the CSEC or the Special Event Coordinator to approve an event.

1. Does the application conform to all general and site-specific restrictions, requirements and guidelines as set forth in this Policy and in the Appendices hereto?
2. In the case of a recurring event, to what level did prior events adhere to all general and site-specific restrictions, requirements and guidelines and to specific conditions of approval, as indicated in post-event reports prepared by staff and in the post-event reviews conducted by the CSEC?
3. What are the nature and magnitude of the community benefits that are anticipated for this event, and, for recurring events, what was the magnitude of community benefits, including the value of donations to non-profit beneficiaries, realized by prior events?
4. What are the nature and magnitude of the community costs and impacts that are anticipated for this event and, for recurring events, what was the magnitude of community costs and impacts that were experienced in prior events?

Public Access to City Facilities During Events

This is not a new section of the Policy. The statement was moved from each Appendix to section to section F (RESTRICTIONS, REQUIREMENTS AND GUIDELINES). Special Events shall not exclude the public from the general use of any park or public property or charge an entry fee to any City Park or public property during the course of the event. Fees may be charged for event participation.

Recommendation

Staff recommends that the City Council approve the updates to the Special Events Policy.

CITY OF SONOMA

RESOLUTION NO. xx - 2015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA
ADOPTING A SPECIAL EVENTS POLICY

IT IS HEREBY RESOLVED, by the City Council of the City of Sonoma as follows:

1. The revised Special Events Policy that is attached hereto and by this reference made a part hereof is hereby adopted.
2. Resolution No. 19-2007 is hereby rescinded in its entirety.

The foregoing Resolution was duly adopted this day 7th day of January 2015, by the following vote:

Ayes:
Noes:
Absent:

David Cook, Mayor

ATTEST:

Gay Johann
Assistant City Manager/City Clerk

CITY OF SONOMA

SPECIAL EVENTS POLICY

Revised by Resolution No. ~~19~~—2007

A. Rights of Appeal

Any decision of the CSEC or the Special Event Coordinator regarding a Special Event application may be appealed to the City Council. Appeals must be filed with the City Clerk within fifteen (15) calendar days following the CSEC or Special Event Coordinator decision, unless the fifteenth day falls on a weekend or a holiday, in which case the appeal period ends at the close of the next working day at City Hall. Appeals must be made in writing and must clearly state the reason for the appeal. Appeals will be set for hearing before the City Council on the earliest available agenda. A fee is charged for appeals.

~~A.~~

B. PURPOSE

The purpose of this policy is to set rules and processes that will guide the Community Services and Environment Commission (CSEC) and City staff in seeking an appropriate balance between the benefits of organized events and their associated impacts on the community.

CB. COMMUNITY BENEFITS OF SPECIAL EVENTS

Special Events can create a sense of community for the City of Sonoma and Sonoma Valley by, among other things:

- Providing a gathering place for residents
- Establishing and maintaining local traditions
- Providing exposure and celebration of diverse cultures
- Showcasing the talents of local artists
- Enhancing the local economy by promoting Sonoma as a destination for tourists and shoppers
- Generating income for local community-serving non-profit organizations
- Generating funds to support public programs and projects
- Generating income for non-local causes
- Educating the public and increasing public awareness about issues of local concern

DC. COMMUNITY COSTS OF SPECIAL EVENTS

Special Events can generate impacts to area residents and businesses and to the City of Sonoma by, among other things:

- Adding to traffic congestion and exacerbating parking problems
- Impinging on the use of public spaces for non-structured, passive enjoyment by area residents
- Having a negative impact on the health and appearance of public landscaping and on the condition of public buildings

- Adding direct expenses to the City budget for maintenance of public facilities
- Adding indirect expenses to City operations by diverting staff resources away from other high priority work programs and projects

ED. SPECIAL EVENT APPLICATION AND PERMIT PROCESS

Every special event held on property or in a facility owned, leased, or otherwise controlled by the City of Sonoma requires a Special Event Permit.

This provision is not intended to regulate recurring program activities on public property, conducted by the City or by a lessee of City property, where the activity is specifically authorized by use permit and/or by the terms of the property lease.

1. Application Content and Deadlines

- a. A complete application must be submitted prior to a proposed event being considered for approval. An incomplete application will not be processed or scheduled for review until all information is submitted in accordance with this policy.

- 1) For small scale events, complete applications must be submitted at least 21 days prior to the event.
- 2) For all other events, complete applications must be submitted at least 120 days prior to the event. An exception to the 120 day submittal deadline may be granted provided 2/3 of the Community Services and Environment Commission CSEC vote in the affirmative to grant the exception.

Note: a special event shall not be advertised until the application has been approved by the Special Event Coordinator, CSEC, or City Council.

- b. A complete application must include the following:

- 1) Special Event Application Form with required attachments.
- 2) Payment of aAll required application fees, rental fees, costs and damage deposits.
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- 2) ~~If~~ the event includes an admission charge, sale of event promotional items such as, but not limited to clothing and souvenirs, charges to exhibitors or vendors for booth or display space, sponsorship involving cash donations to the sponsoring organization, on-site solicitation of donations or any other cash income, an event budget shall be submitted showing estimated income by source, estimated direct event production expenditures (including, but not limited to, the costs of goods to be sold) and a letter identifying the planned beneficiary(ies) of any excess of income over expenditures.
- 3) Site plan:
 - Indicate the number and location of all proposed food vendors (including food trucks) barbeques, and generators (if proposed). The number of food vendors allowed shall be at the discretion of the CSEC or the Special Event Coordinator. Indicate type, layout, and method of support for all proposed fencing (Note: staking or fencing to delineate activity areas is discouraged).

- Indicate type and layout of all proposed furniture (i.e. tables and chairs).

- c.——Costs associated with efforts required of City forces to provide traffic control, parking restrictions, special barricading, emergency medical services, on-site monitoring of events or other special event needs shall be the responsibility of the applicant and shall include all costs incurred by the City, including actual time, material and equipment costs. A cost estimate will be provided subsequent to staff review of the application. A deposit for estimated costs shall be provided prior to the application being considered by the CSEC. Payments and deposits for police services must be arranged through the Police Department with the Sonoma County Sheriff's Department.
- d. Special Events proposing encroachments on the state highway or the closure of City streets must obtain the appropriate permits as set forth in Chapter 12.20 of the Sonoma Municipal Code.
- e. New events that are unusually unique in nature will be evaluated on a case-by-case basis and may be subject to City Council approval. All costs associated with efforts required of City forces to review the Special Event Permit aApplication and provide comments related to event needs and City impact shall be the responsibility of the applicant. A cost estimate will be provided with initial application review; a deposit for estimated costs shall be provided at the time the application is submitted and is required to complete the application process.
- f. Special events sponsored by, and/or, held on the property owned by other governmental agencies including, but not limited to the Sonoma Valley Unified School District, Sonoma County, and the State of California Department of Parks and Recreation, are not required to obtain Sspecial Eevents Ppermits from the City. Such agencies are encouraged to consult with the Special Events Coordinator during the planning stages of such events to address community impacts such as traffic, parking, noise, security, etc.

2. Staff Review

- a. Small-scale events may be reviewed and approved by the Special Event Coordinator, with or without interdepartmental review by the Special Event Committee (SEC).
- b. Events of eight hours or more in duration or events of any durationLarge-scale events, or events which in the judgment of the Special Event Coordinator raise unusual issues, will be subject to an interdepartmental review -(prior to a decision by the Special Event Coordinator or by the CSEC). Interdepartmental review will be scheduled on an as-needed basis by the Special Event Coordinator. Interdepartmental review may result in recommended conditions of approval to be considered by the Special Event Coordinator or by the CSEC.
- c. The CSEC may allow the review of large-scale reoccurring events by the Special Event Coordinator, with or without interdepartmental review by the SEC, provided zero violations of the Special Event Policy were indicated during the previous Post-Event Review.

3. CSEC Review and Findings

Applications for events requiring CSEC approval will be placed on the next available CSEC agenda after staff review is completed. Applications will not be scheduled for CSEC review and approval until all required information has been provided and all staff reviews have been completed. CSEC meetings are scheduled in conformance with Brown Act noticing requirements.

4. Findings

In making determinations about approval or conditions of a special event permit, the CSEC or the Special Event Coordinator shall consider and make findings regarding the following factors:

- a. Does the application conform to all general and site-specific restrictions, requirements and guidelines as set forth in this Policy and in the Appendices hereto?
- b. In the case of a recurring event, to what level did prior events adhere to all general and site-specific restrictions, requirements and guidelines and to specific conditions of approval, as indicated in post-event reports prepared by staff and in the post-event reviews conducted by the CSEC?
- c. What are the nature and magnitude of the community benefits that are anticipated for this event, and, for recurring events, what was the magnitude of community benefits, including the value of donations to non-profit beneficiaries, realized by prior events?
- d. What are the nature and magnitude of the community costs and impacts that are anticipated for this event and, for recurring events, what was the magnitude of community costs and impacts that were experienced in prior events?

54. Post-Event Review

Sponsoring organizations of large-scale events must attend a post event review at the next meeting of the CSEC that is held not more than ninety days after the event. The requirement for CSEC post-event review may be waived by the CSEC (if waved by the CSEC the review is required by the Special Events Coordinator). The event representative shall provide the event's complete and full financial statements (actual gross income and expenditures) to the City Clerk-Special Event Coordinator within seventy days after the event. The financial statement shall be prepared in accordance with Generally Accepted Accounting Principles, including a simple budget to actual analysis and detail of any overhead expense line that exceeds 10% of gross receipts. City staff shall provide completed post event evaluation for review and discussion at the post event review ~~meeting~~. Payment of all post event invoices, charges, fees or penalties must be received within ten-thirty days ~~subsequent to of post~~ the post event review. Proof of receipt of funds from the beneficiary(ies) of the event is required to be submitted.

Conditions of approval of subsequent years' events may be affected by the organization's failure to attend the mandatory post event review and/or to provide required information, which failure may also constitute grounds for denial of future years' event permits.

65. Modification of Approved Permit

Once an application is approved, no event shall be modified without prior approval of the CSEC or of the Special Event Coordinator, whichever approved the event. The Special Event Coordinator is authorized to approve minor modifications to events. Modifications that require CSEC approval include, but are not limited to, changes in the dates, duration, and location of the event.

6. Appeal of CSEC or Staff Decisions

~~Decisions of the Special Event Coordinator or of the CSEC to approve or deny a permit, and any conditions of an approved permit may be appealed to the City Council as provided in the Municipal Code.~~

8. Prohibitions

- a) Inflatable Jumpers are not allowed in City Parks.
- b) Stakes are not allowed to be inserted into the lawn area unless approved by the CSEC or Special Event Coordinator.

FE. RESTRICTIONS, REQUIREMENTS AND GUIDELINES

1. Public Access to City Facilities During Events

Special Events shall not exclude the public from the general use of any park or public property or charge an entry fee to any City Park or public property during the course of the event. Fees may be charged for event participation.

2. Date and Location Preference

- a. Date and location preference for City facility use is given to longstanding recurring events and to locally based City or Sonoma Valley organizations benefiting the community on a non-profit basis.
- b. In order to qualify for a preference in conducting a regularly scheduled event, sponsors of recurring events ~~of eight hours or more in duration (including set-up and take-down time)~~ shall submit a letter to the ~~City Clerk~~ Special Events Coordinator by January 1 of the year in which the event is to take place indicating the date or dates and the location on which the event is expected to take place, being sure to include set-up and take-down dates This letter will be used for scheduling purposes only and will not constitute an application as required above.
- c. A “master calendar” shall be prepared by City staff to assist with schedule coordination.
- d. Upon receiving their approvals, all other events shall be placed on the master calendar on a first-come, first-served basis subject to location availability and adherence to policies limiting the number and frequency and the location of events. Applicants are encouraged to submit an alternate venue location as a back up, along with the application for the desired venue.

e. Minimum Contributions (not applicable to locally based tax-exempt non-profit organization)

- Events that are sponsored by a for-profit organization (as defined in this policy) shall donate a minimum of 10% of gross revenue or 40% of the net profits (whichever is greater) to one or more locally based non-profit organizations. The amount of donation to each specified non-profit beneficiary shall be submitted at the post event review meeting.

Conditions of approval of subsequent years' events may be affected by the organization's failure to provide the required information regarding the required donation to non-profit beneficiaries, which failure may also constitute grounds for denial of future years' event permits. A copy of non-profit IRS form 990 or equivalent shall be required with subsequent year's Special Event Application submittal.

f. Limitations on the Sale of Wholesale Purchased Arts and Crafts

Arts and crafts sold at special events shall not be purchased wholesale and then sold retail at the event.

g. Proof of Insurance

1. Proof of insurance shall be provided at least one week prior to the commencement of any event.
2. No event shall commence set up or delivery of event supplies, materials, or equipment without required insurance documents submitted and verified by the Special Events Coordinator to meet all City requirements.

Except for small scale events as defined herein, in no case shall two or more special events be scheduled on the same weekend at any given venue.

2. Plaza Park Events

For restrictions, requirements and guidelines applicable to events at Plaza Park, see Appendix A.

3. Depot Park Events

For restrictions, requirements and guidelines applicable to events at Depot Park, see Appendix B.

4. Events at All Other Venues

For restrictions, requirements and guidelines applicable to events at any venue other than Plaza Park and Depot Park, see Appendix C.

5. Unique Events and/or Locations

As determined by the City Manager, event locations or new events that are ~~unusually~~-unique in nature may be referred to the City Council for review and approval.

6. Safety and Security

- a. Crowd managers shall be provided by the event organizer for events where more than 1,000 persons congregate. The minimum number of crowd managers shall be established at a ratio of one crowd manager to every 250 persons, unless a lesser amount is established by the Fire Code Official. The event organizer shall contact the police department concerning security related issues and this information shall be provided in the required Public Safety Plan. The City may require professional security or contracted police department services for events where alcoholic beverages will be sold or consumed (with an estimated attendance in excess of 750 persons), or for any event for which the Special Events Coordinator or Police Chief determines identified public safety concerns warrant security.
- b. The City reserves the right of full access to all activities at any time to insure all rules and laws are being observed. The City reserves the right to suspend any individual or group from using City facilities and property if their behavior is determined to be abusive, destructive or in violation of any City rule without refund. The City reserves the right to cancel any scheduled event.
- c. All special events closing streets, or estimating 250 or more people must submit a Public Safety Plan with their application. Safety Plan must contain who is monitoring the event for safety and what is the action plan in the event of a minor or major injury or incident.
- d. The Fire Department requires that all decorations be fire-retardant per Chapter 8 of the California Fire Code and no open flame or pyrotechnics are allowed without written approval from the Sonoma Valley Fire and Rescue Department (707) 996-2102.
- e. Temporary tents and membrane structures having an area in excess of 400 square feet and individual tents (open on all sides) having a maximum size of 700 square feet shall not be erected, operated, or maintained for any purpose without first obtaining a permit, inspection, and approval from the fire code official.

7. Restrooms: events with attendance of 100 persons must provide portable restrooms as defined in the attached Restroom/Sink Estimator for Special Events unless a lesser amount is established by the Parks Supervisor, 10% of which must meet ADA specifications. At least one hand washing station shall also be provided.

8. Solid Waste and Recycling All event applicants are required to submit a recycling and solid waste plan. Helpful hints for event planners will be provided as part of the special event application packet.

9. Sales and Distribution of Food, Beverages, or Merchandise

- a. Any person or organization, including a non-profit organization, who is selling food or merchandise at a special event, must obtain a City of Sonoma business license, as provided in Title 5 of the Sonoma Municipal Code. Please call the City of Sonoma Finance Department at (707) 933-3681 for more information.
 1. Sponsoring organizations are required to cooperate with the City in assuring compliance with the City's business license requirements, for example, by providing lists of vendors and exhibitors upon request by the City.
 2. Sponsoring organizations shall cooperate with the City in programs to assure that all taxable retail sales occurring at events are reported as taking place within the City.

- b. Events that are sponsored by a for-profit organization must comply with the City of Sonoma policy regulating Food and Beverage Ticket Sales.
- c. Each participating food vendor shall obtain a City of Sonoma Business License. Each vendor shall post their business license in a readily visible location at or upon the vending station.
- d. Each participating food vendor shall obtain a Sonoma County Health Department Permit to Operate. Each vendor shall post an SB180-“public right to know” sign in a readily visible location at or upon the vending station.
- e. Food vendors shall comply with the County of Sonoma, Department of Health Services, Environmental Health & Safety Section temporary food facilities requirements and procedures.

GF. FEES AND COSTS

- 1. The City Council shall from time to time by resolution as it deems necessary and appropriate provide for and set all rates, charges and fees for special event permit applications, use of, or impact to, City facilities and other costs related to special events.
- 4-2. The annual Fourth of July Parade and Plaza Event and the annual City party are sponsored by the City and the organizer of these events shall not be charged application, rental fee maintenance fees, or a damage deposit; however, said events shall be subject to the standard application, review, and approval process.
- ~~2. Application and facility rental fees shall not be charged for “City-sponsored events,” although such events shall be subject to the normal application and review process. The decision of the Special Event Coordinator as to whether an event is a “City-sponsored event” may be appealed to the City Council as provided in the Municipal Code.~~
- ~~3. Rental fees shall not be charged for “Small-scale events.” Application processing fees may be charged at the discretion of the Special Event Coordinator, depending on the amount of time deemed necessary to review the application. Decisions of the Special Event Coordinator in this regard may be appealed to the City Council as provided in the Municipal Code.~~
- 4-3. The Community Services and Environment Commission shall annually establish an appropriate rental fee for the Farmers’ Market, as part of its annual review of the Farmers’ Market Plaza Use Application.
- ~~(4) Except as provided for with respect to “City-sponsored events” and Small-scale events,” as defined, fee waivers for Special Event application fees, rental fees and other related costs are prohibited.~~
- 4. The following events shall be exempt from paying the application fee, rental fee, and maintenance fee provided the Small-scale event may be reviewed by the Special Event Coordinator:
 - a. Easter Egg Hunt
 - b. Santa on the Plaza

HG. DEFINITIONS

For the purpose of this Policy, the following definitions shall apply:

Application Processing Fee – Charges for staff time and expenses for processing special event permit applications. Application fees are established by the City Council by resolution.

City Property – Any City street, sidewalk, parking lot, park, plaza, or any other property owned or controlled by the City.

City Sponsored Event – A special event that meets at least one of the following criteria:

1. The City is the primary financial beneficiary of the event.
2. The City provides significant funding or material support to the event due to its overall civic importance.
3. The City Council has agreed to be named as the sponsor or co-sponsor of the event

Crowd Manager – One or more people who are assigned the responsibility of maintaining safety of attendees during an event, duties include but are not limited to the following:

- Provide a safe environment.
- Be aware of and maintain event safety requirements required by the Special Events Coordinator.
- Conduct pre-event inspections to verify that the event safety requirements are in place.
- Use a portable fire extinguisher.
- Guide the crowd in an emergency.
- Identify problem attendees and what to do once they are identified.
- Coordinate with emergency responders.

Event – Includes special event.

Event Organizer – Any person or organization that conducts, manages, promotes, organizes, aids or solicits attendance at a commercial or non-commercial special event.

For-profit Organization -- A business or other organization whose goal is to return a profit to the owners.

Goods – Includes goods, wares, personal property, merchandise or any other similar item which is generally sold.

Gross Proceeds Revenue – The sum of all cash received by an event organizer for a special event, including, but not limited to, admission charges, sale of event promotional items, charges to exhibitors or vendors for booth or display space, licensing, sponsorships, television, advertising, sale of goods, donations at the event and similar revenues and concessions.

Large-scale Events -- An event that, in the judgment of the Special Event Coordinator, meets one or more of the following three requirements: 1) requires more than two hours of total staff time for pre-event preparation and/or post-event rehabilitation of the event venue; 2) makes use of more than one sector of the Plaza only; and, 3) exceeds eight hours in duration (including time required for set-up and take down).

Locally Based Tax-exempt Non-profit Organization; An organization that qualifies as a tax-exempt non-profit organization and provides community benefit within Sonoma City, Sonoma Valley, or Sonoma County. Proof of tax exempt status must be submitted with application.

Longstanding Recurring Event – An event that has utilized the same City venue for 20 consecutive years.

Net Profit – The sum of all cash remaining after assets have been sold and related expenses have been paid.

Public Facility – Any property located within the Sonoma City limits and owned by the City of Sonoma or by any other governmental agency, such as the Sonoma Valley Unified School District, California State Parks or Sonoma County.

Public Safety Plan – A plan that address such items as emergency vehicle ingress and egress, fire protection, emergency egress or escape routes, emergency medical services, public assembly areas and the directing of both attendees and vehicles (including the parking of vehicles), vendor and food concession distribution, and the need for the presence of law enforcement, and fire and emergency medical services personnel at the event.

Rental Fee - A fixed amount for the rental of all or a portion of a venue, based on the length of the event; where applicable a maintenance fee for facility rehabilitation/maintenance is included with the rental fee. Rental fees are established by the City Council by resolution.

Sidewalk – That portion of a highway or street, other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

Small Scale Event – An event that, in the judgment of the Special Event Coordinator, meets all three following requirements: 1) requires less than two hours of total staff time for pre-event preparation and/or post-event rehabilitation of the event venue; 2), makes use of no more than two-one sectors of the Plaza or other venue only; and, 3) does not exceed six-eight hours in duration (including time required for set-up and take down).

Solid Waste Recycling Plan – A written plan that achieves the following: 1) minimizes the production of solid waste; 2) provides for convenient recycling containers for event attendees and for event participants/vendors/etc. 3) provides for a sufficient number of trash receptacles for non-recyclable waste; and, 4) assures that the venue is returned to a trash-free and sanitary condition for use by the general public.

Special Event – An activity on public property open to the general public, with or without an admission charge. Special events include:

1. Any organized formation, parade, procession or assembly of persons, which may or may not include animals, vehicles or any combination thereof which is to assemble or travel in unison on any street which does not comply with normal or usual traffic regulations or controls; or,
2. Any organized assemblage of persons at any park or facility, owned by the City or by any other governmental agency, such as the Sonoma Valley Unified School District, California State Parks or Sonoma County which is to gather for a common purpose under the direction and control of a person; or,

3. Any other organized activity conducted by a sponsoring organization or person for a common or collective use, purpose or benefit which involves the use of, or has an impact on, City property or facilities and the provisions of city services in response thereto.

Examples of special events include, but are not limited to concerts, parades, special interest shows or expos, markets, fairs, festivals, block parties, community events or mass participation sports (such as, marathons and running events, bicycle races or tours, etc.).

For the purpose of this policy, special events are distinguished from the following:

- Private events which may be authorized on public property but which are not open to the general public;
- Recurring program activities on public property, conducted by the City or by a lessee of City property, where the activity is specifically authorized by use permit and/or by the terms of the property lease;
- Events on private property.

Special Event Coordinator — The person assigned by the city manager to carry out the duties and responsibilities set forth in this policy.

Special Event Permit - A permit issued under this Resolution.

Special Event Venue - That area for which a special event permit has been issued.

Street – A way or place of whatever nature publicly maintained and open to use of the public for purposes of vehicular travel. Street includes Highway 12.

Tax-exempt non-profit organization – An organization that is exempted from payment of income taxes by federal or state law and which has been in existence for a minimum of three months preceding the date of application for a special event permit. Proof of tax exempt status must be submitted with application.

~~Tax-exempt non-profit organization; locally based — An organization that qualifies as a tax-exempt non-profit organization and provides community benefit within Sonoma City, Sonoma Valley, or Sonoma County.~~

Vendor – any person who sells or offers to sell any goods, food, ~~or~~ beverages, or services within a special event venue.

**CITY OF SONOMA
SPECIAL EVENTS POLICY**

APPENDIX A

**PLAZA PARK
RESTRICTIONS, REQUIREMENTS AND GUIDELINES**

The following restriction, requirements and guidelines apply to all special events conducted at the Plaza Park.

1. Limitations on the number and frequency of events and on event activities

- a. Events exceeding eight hours in duration (including set-up and take-down time) shall not be scheduled in the Plaza Park on successive weekends between June 1 and October 1 of any given year.

With the approval of the CSEC, exceptions may be granted to the following Longstanding recurring special events: ~~The Ox Roast sponsored by the Community Center, Hit the Road Jack sponsored by VOM Boys & Girls Club and VOM Hospice, Flag Day Celebration sponsored by Native Sons of The Golden West, Fourth of July Celebration co-sponsored by the City and the Sonoma Community Center, and the Valley of the Moon Vintage Festival.~~

- b. The Plaza Horseshoe Lawn shall not be available for active use, such as, but not limited to, tents, booths, ~~Jumping Jacks, umbrellas, tables, signs~~ etc. during special events. This restriction is intended to allow an unobstructed view of City Hall a National Historic Landmark and to minimize damage to the lawn. With the approval of the CSEC, an exception may be granted for limited active use of the Plaza Horseshoe Lawn.

- c. Finish line delineation demarcations in the Plaza Horseshoe area taller than ten feet in height shall be prohibited unless specifically approved by the CSEC. Finish line delineation demarcations shall comply with the California Fire Code and provide a minimum clearance of 14 feet.

- ~~b.d.~~ No tents (greater than 10 square feet in area and a maximum height of 10 feet) or structures (including inflatables) shall be placed in the horseshoe area unless specifically approved by the CSEC.

- ~~c.e.~~ In order to minimize compaction and damage to the Plaza landscape during the wet season, Special Events shall be restricted to paved areas of the Plaza from and including November through May. Small scale events, as defined in this policy, may be allowed to use lawn area during the wet season.

- ~~d.f.~~ The number of Special Events held in the Plaza Park is limited to twenty-five events per calendar year. The Jazz Society Summer Music Series held on Farmers' Market nights and the Farmers' Market events shall be counted as one event.

2. Rotation of off limit areas in the Plaza

~~Each calendar year on a rotational, four year cycle, one quadrant of the Plaza shall be closed to Special Event use for the entire year. This restriction does not prevent the restricted quadrant from being open to casual use and enjoyment by the general public. With the approval of the CSEC, an exception may be granted for limited active use of the restricted quadrant.~~

23. Duration and Hours of Operation

a. Special Events shall be limited to the following hours of operation, unless specifically approved by the CSEC:

- Monday through Thursday 5 p.m. to 7:30 a.m.
- Friday through Sunday, events may begin set up at 5 p.m. on Friday. Event cleanup shall be completed by 7:30 a.m. Monday morning. No Special Event shall exceed a maximum of 72 hours, including set up and take down time. The CSEC shall have the discretion to place specific time limits on any event through its review of event applications within the total seventy-two hour limit.

~~**Should a Special Event exceed the 72 hour limit, event organizers shall be subject to a penalty charge to be established by the City Council by resolution. In addition, conditions of approval of subsequent years' events may be affected by the organization's failure to observe the 72-hour limit, which failure also may constitute grounds for denial of future years' event permits.**~~

~~With the approval of the CSEC, the "Salute to the Arts" event may be permitted to use the Plaza for up to a maximum of 96 hours, including set up and take down time.~~

34. Restroom Facilities

1. All events utilizing public restrooms shall be required to provide restroom monitors to ensure that no vandalism occurs during the course of the event and that restrooms are vacated, and locked, cleaned, and resupplied at the close of the event. Event Sponsors shall be responsible for cleaning and supplying restrooms. Restrooms shall be monitored and cleaned (if necessary) at least once per hour during the event.

45. Solid Waste and Recycling

~~All event applicants are required to submit a recycling and solid waste plan that minimizes the production of solid waste, provides for convenient recycling containers for event attendees and for event participants/vendors/etc., that provides for a sufficient number of trash receptacles for non-recyclable waste and that assures that the venue is returned to a trash-free and sanitary condition for use by the general public. Helpful hints for event planners will be provided as part of the special event application packet.~~

56. Noise

Amplified music shall not begin prior to 7 a.m. and normally cease no later than 10:00 PM p.m.; however, the CSEC shall have the authority to extend the time through the application review process if circumstances warrant an extension.

67. BannersEvent Banner

With approval of the ~~Sanoma City Council~~CSEC or Special Event Coordinator, a banner may be displayed on the historic directory sign located on the southeast portion of the Plaza. Plaza to advertise Special Events held at the Plaza or at other locations in the City. Banners advertising a community wide event of general interest and sponsored by a noncommercial community group shall not exceed six square feet, nor shall they be displayed for longer than 3 consecutive days; allowable display time commencing one day prior to the event. Appearance and content of the banner are subject to Council review and approval. ~~Banners shall not be displayed in the Plaza horseshoe lawn.~~ Methods of supporting the banner and location in the Plaza are subject to review and approval by the Public Works Administrator or his or her designee.

Banner Design and Fabrication Guidelines

- Banner schematic to be submitted and reviewed along with event application.
- The banner is to be sized compatible with the Historic Directory Sign policy.
- The banner is to be fabricated using marine acrylic, canvas, or other environmentally-friendly material.
- The banner may be displayed beginning the Monday prior to the event and must be removed the last day of the event.
- Banner installation shall be completed by City staff.

8. Minimum Contributions

For events that are sponsored by a non-tax exempt organization (as defined in this policy) that anticipate any cash income from the event (as described in Section D(1)(b)(3)), sponsoring organizations must donate a minimum of 40% of the gross proceeds from the event to one or more locally based non-profit organizations. The amount of donation to each specified non-profit beneficiary must be submitted at the post event review meeting.

Should a sponsoring organization wish to provide donation to a designated non-profit recipient other than a locally based non-profit organization, those donations must be channeled through a locally based non-profit organization, such as the American Red Cross Sonoma Chapter, or other such organization approved by the CSEC.

~~Conditions of approval of subsequent years' events may be affected by the organization's failure to provide the required information regarding the 40% donation to non-profit beneficiaries, which failure may also constitute grounds for denial of future years' event permits. A copy of non-profit IRS form 990 or equivalent shall be required with subsequent year's Special Event Application submittal.~~

9. Limitations on the Sale of Wholesale Purchased Arts and Crafts

Arts and crafts sold at special events shall not be purchased wholesale and then sold retail at the event.

10. Proof of Insurance

Proof of insurance shall be provided at least one week prior to the commencement of any event.

~~No event shall commence set up or delivery of event supplies, materials, or equipment without required insurance documents submitted and verified by the City Clerk to meet all City requirements.~~

~~101. Business Licenses and Sales Tax~~

~~Every vendor or exhibitor participating in an event is required to obtain a City of Sonoma business license, as provided in Title 5 of the Sonoma Municipal Code.~~

~~Sponsoring organizations are required to cooperate with the City in assuring compliance with the City's business license requirements, for example, by providing lists of vendors and exhibitors upon request by the City.~~

~~Sponsoring organizations shall cooperate with the City in programs to assure that all taxable retail sales occurring at events are reported as taking place within the City.~~

~~127. Public Access to City Facilities During Events~~

~~Special Events shall not exclude the public from the general use of any park or public property or charge an entry fee to any city park or public property during the course of the event. Fees may be charged for event participation.~~

~~8. Food Vendors~~

~~Barbeques shall not be located adjacent to the City Hall building in an attempt to prohibit smoke fumes from entering the building and grease from damaging the exterior stone of the building.~~

~~9. Reserved Street Parking~~

~~Event applicants may request reserved on-street parking in conjunction with a Plaza event with the submittal of a Permit Application for Reserved Street Parking and shall be consistent with the applicable fee schedule. The CSEC or Special Event Coordinator shall make a recommendation to the Streets Supervisor as to the maximum number of parking spaces to be reserved.~~

**CITY OF SONOMA
SPECIAL EVENTS POLICY**

APPENDIX B

**DEPOT PARK
RESTRICTIONS, REQUIREMENTS AND GUIDELINES**

The following restriction, requirements and guidelines apply to all special events conducted at Depot Park.

1. Limitations on the number and frequency of events and on event activities

- a. Events exceeding eight hours in duration (including set-up and take-down time) shall not be scheduled in the Depot Park on successive weekends between June 1 and October 1 of any given year.
- b. In order to minimize compaction and damage to the Depot Park landscape during the wet season, Special Events shall be restricted to paved areas of the Depot Park from and including November through May. Small scale events, as defined in this policy, may be allowed to use lawn area during the wet season.
- c. The number of Special Events held in the Depot Park is limited to twenty-five events per year. The Farmers Market events shall be counted as one event. –

2. Signage

A ~~b~~Banner advertising the event will be allowed in the Depot Park only with the approval of the CSEC. Banners shall not exceed six square feet, nor shall they be displayed for longer than the duration of the event; allowable display time commencing with the first day of the event. Appearance and content of the banner are subject to CSEC review and approval. Methods of supporting the banner and location in the Depot Park are subject to review and approval by the Public Works Administrator or his or her designee.

~~3. Duration and Hours of Operation~~

- ~~a. No Special Event shall exceed a maximum of 72 hours, including set-up and take-down time. The CSEC shall have the discretion to place specific time limits on any event through its review of event applications within the total seventy-two hour limit.~~

~~**Should a Special Event exceed the 72 hour limit, event organizers shall be subject to a penalty charge to be established by the City Council by resolution. In addition, conditions of approval of subsequent years' events may be affected by the organization's failure to observe the 72-hour limit, which failure also may constitute grounds for denial of future years' event permits.**~~

- ~~b. With the approval of the CSEC, the "Salute to the Arts" event may be permitted to use the Depot Park for up to a maximum of 96 hours, including set-up and take-down time.~~

4. Restroom Facilities

All events utilizing public restrooms shall be required to provide restroom monitors to ensure that no vandalism occurs during the course of the event and that restrooms are vacated, ~~and locked~~, cleaned, and resupplied at the close of the event. Event Sponsors shall be responsible for cleaning and supplying restrooms. Restrooms shall be monitored and cleaned (if necessary) at least once per hour during the event.

5. Solid Waste and Recycling

~~All event applicants are required to submit a recycling and solid waste plan that minimizes the production of solid waste, provides for convenient recycling containers for event attendees and for event participants/vendors/etc., that provides for a sufficient number of trash receptacles for non-recyclable waste and that assures that the venue is returned to a trash-free and sanitary condition for use by the general public. Helpful hints for event planners will be provided as part of the special event application packet.~~

6. Noise

Amplified music shall not begin prior to 8 a.m. normally and cease no later than 10:00 p.m.PM; however, the CSEC shall have the authority to extend the time through the application review process if circumstances warrant an extension.

7. Banners

~~With approval of the Sonoma City Council, a banner may be displayed on the Plaza to advertise Special Events held at the Plaza or at other locations in the City. Banners advertising a community-wide event of general interest and sponsored by a noncommercial community group shall not exceed six square feet, nor shall they be displayed for longer than 3 consecutive days; allowable display time commencing one day prior to the event. Appearance and content of the banner are subject to Council review and approval. Banners shall not be displayed in the Plaza horseshoe lawn. Methods of supporting the banner and location in the Plaza are subject to review and approval by the Public Works Administrator or his or her designee.~~

78. Minimum Contributions

~~For events that anticipate any cash income from the event (as described in Section D(1)(b)(3)), sponsoring organizations must donate a minimum of 40% of the gross proceeds from the event to one or more locally based non-profit organizations. The amount of donation to each specified non-profit beneficiary must be submitted at the post event review meeting.~~

~~Should a sponsoring organization wish to provide donation to a designated non-profit recipient other than a locally based non-profit organization, those donations must be channeled through a locally based non-profit organization, such as the American Red Cross Sonoma Chapter, or other such organization approved by the CSEC.~~

~~**Conditions of approval of subsequent years' events may be affected by the organization's failure to provide the required information regarding the 40% donation to non-profit beneficiaries, which failure may also constitute grounds for denial of future years' event permits. A copy of non-profit IRS form 990 or equivalent shall be required with subsequent year's Special Event Application submittal.**~~

9. ~~Limitations on the Sale of Wholesale Purchased Arts and Crafts~~

~~Arts and crafts sold at special events shall not be purchased wholesale and then sold retail at the event, except that the Sonoma City Council, may, in its discretion, grant an exception for limited sale of arts and crafts purchased wholesale and then sold retail at the event.~~

10. ~~Proof of Insurance~~

~~Proof of insurance shall be provided at least one week prior to the commencement of any event.~~

~~No event shall commence set up or delivery of event supplies, materials, or equipment without required insurance documents submitted and verified by the City Clerk to meet all City requirements.~~

11. ~~Business Licenses and Sales Tax~~

~~Every vendor or exhibitor participating in an event is required to obtain a City of Sonoma business license, as provided in Title 5 of the Sonoma Municipal Code.~~

~~Sponsoring organizations are required to cooperate with the City in assuring compliance with the City's business license requirements, for example, by providing lists of vendors and exhibitors upon request by the City.~~

~~Sponsoring organizations shall cooperate with the City in programs to assure that all taxable retail sales occurring at events are reported as taking place within the City.~~

12. ~~Public Access to City Facilities During Events~~

~~Special Events shall not exclude the public from the general use of any park or public property or charge an entry fee to any city park or public property during the course of the event. Fees may be charged for event participation.~~

**CITY OF SONOMA
SPECIAL EVENTS POLICY**

APPENDIX C

**ALL VENUES OTHER THAN PLAZA PARK AND DEPOT PARK
RESTRICTIONS, REQUIREMENTS AND GUIDELINES**

The following restriction, requirements and guidelines apply to special events conducted at venues other than Plaza Park and Depot Park

1. Restroom Facilities

All events utilizing public restrooms shall be required to provide restroom monitors to ensure that no vandalism occurs during the course of the event and that restrooms are vacated ~~and~~, locked, cleaned, and resupplied at the close of the event. Event Sponsors shall be responsible for cleaning and supplying restrooms. Restrooms shall be monitored and cleaned (if necessary) at least once per hour during the event.

2. Solid Waste and Recycling

~~All event applicants are required to submit a recycling and solid waste plan that minimizes the production of solid waste, provides for convenient recycling containers for event attendees and for event participants/vendors/etc., that provides for a sufficient number of trash receptacles for non-recyclable waste and that assures that the venue is returned to a trash free and sanitary condition for use by the general public. Helpful hints for event planners will be provided as part of the special event application packet.~~

3. Noise

Amplified music shall ~~normally cease no later than 10:00 PM~~ comply with the Noise Ordinance consistent with the Residential Power Equipment restrictions; however, the CSEC shall have the authority to extend the time through the application review process if circumstances warrant an extension.

4. Banners

~~With approval of the Sonoma City Council, a banner may be displayed on the Plaza to advertise Special Events held at the Plaza or at other locations in the City. Banners advertising a community wide event of general interest and sponsored by a noncommercial community group shall not exceed six square feet, nor shall they be displayed for longer than 3 consecutive days; allowable display time commencing one day prior to the event. Appearance and content of the banner are subject to Council review and approval. Banners shall not be displayed in the Plaza horseshoe lawn. Methods of supporting the banner and location in the Plaza are subject to review and approval by the Public Works Administrator or his or her designee.~~

45. Minimum Contributions

~~For events that are sponsored by a non-tax exempt organization (as defined in this policy) that anticipate any cash income from the event (as described in Section D(1)(b)(3)), sponsoring organizations must donate a minimum of 40% of the gross proceeds from the event to one or~~

~~more locally based non-profit organizations. The amount of donation to each specified non-profit beneficiary must be submitted at the post event review meeting.~~

~~Should a sponsoring organization wish to provide donation to a designated non-profit recipient other than a locally based non-profit organization, those donations must be channeled through a locally based non-profit organization, such as the American Red Cross Sonoma Chapter, or other such organization approved by the CSEC.~~

~~**Conditions of approval of subsequent years' events may be affected by the organization's failure to provide the required information regarding the 40% donation to non-profit beneficiaries, which failure may also constitute grounds for denial of future years' event permits. A copy of non-profit IRS form 990 or equivalent shall be required with subsequent year's Special Event Application submittal.**~~

~~6. Limitations on the Sale of Wholesale Purchased Arts and Crafts~~

~~Arts and crafts sold at special events shall not be purchased wholesale and then sold retail at the event.~~

~~7. Proof of Insurance~~

~~Proof of insurance shall be provided at least one week prior to the commencement of any event.~~

~~No event shall commence set up or delivery of event supplies, materials, or equipment without required insurance documents submitted and verified by the City Clerk to meet all City requirements.~~

~~8. Business Licenses and Sales Tax~~

~~Every vendor or exhibitor participating in an event is required to obtain a City of Sonoma business license, as provided in Title 5 of the Sonoma Municipal Code.~~

~~Sponsoring organizations are required to cooperate with the City in assuring compliance with the City's business license requirements, for example, by providing lists of vendors and exhibitors upon request by the City.~~

~~Sponsoring organizations shall cooperate with the City in programs to assure that all taxable retail sales occurring at events are reported as taking place within the City.~~

~~89. Public Access to City Facilities During Events~~

~~Special Events shall not exclude the public from the general use of any park or public property or charge an entry fee to any city park or public property during the course of the event. Fees may be charged for event participation.~~

910. Duration and Hours of Operation

Hours of operation shall be established by the permitting authority based on the nature of the event and the nature of impacts on neighboring properties.

| 104. Other Conditions

- a. Other restrictions, requirements and guidelines for events at City venues other than Plaza and Depot Parks may be developed on a case by case basis during the application review to address specific impact or issues at such venues.
- b. Recommended conditions are identified through the staff review process; conditions for approval are moved forward with applications that require CSEC approval.
- c. As determined by the City Manager, event locations or new events that are ~~unusually~~ unique in nature may be subject to City Council approval.

DRAFT

Restroom/Sink Estimator for Special Events

(1 unit provides approximately 200 uses)

| Crowd Size | Ave. Hrs. | | | | | | | | | | | |
|------------|-----------|-----|-----|-----|-----|-----|-----|------|------|------|----|---------|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | | |
| 500 | 2 | 4 | 6 | 8 | 10 | 12 | 14 | 16 | 18 | 20 | 12 | Toilets |
| | 1 | 2 | 2 | 3 | 3 | 4 | 5 | 5 | 5 | 5 | 6 | Sinks |
| 1000 | 4 | 6 | 8 | 8 | 9 | 9 | 11 | 12 | 13 | 13 | | |
| | 2 | 3 | 4 | 4 | 5 | 5 | 6 | 6 | 7 | 7 | | |
| 2000 | 5 | 6 | 9 | 12 | 14 | 16 | 18 | 20 | 23 | 25 | | |
| | 3 | 2 | 5 | 6 | 7 | 8 | 9 | 10 | 12 | 13 | | |
| 3000 | 6 | 9 | 12 | 16 | 20 | 24 | 26 | 30 | 34 | 38 | | |
| | 3 | 5 | 6 | 8 | 10 | 12 | 13 | 15 | 17 | 19 | | |
| 4000 | 8 | 13 | 16 | 22 | 25 | 30 | 35 | 40 | 45 | 50 | | |
| | 4 | 7 | 8 | 11 | 13 | 15 | 18 | 20 | 23 | 25 | | |
| 5000 | 12 | 15 | 20 | 25 | 31 | 38 | 44 | 50 | 56 | 63 | | |
| | 6 | 8 | 10 | 13 | 16 | 19 | 22 | 25 | 28 | 32 | | |
| 10000 | 15 | 25 | 38 | 50 | 63 | 75 | 88 | 100 | 113 | 125 | | |
| | 8 | 13 | 19 | 25 | 32 | 38 | 44 | 50 | 57 | 63 | | |
| 15000 | 20 | 38 | 56 | 75 | 94 | 113 | 131 | 150 | 169 | 188 | | |
| | 10 | 19 | 28 | 38 | 47 | 57 | 66 | 75 | 85 | 94 | | |
| 20000 | 25 | 50 | 75 | 100 | 125 | 150 | 175 | 200 | 225 | 250 | | |
| | 13 | 25 | 38 | 50 | 63 | 75 | 88 | 100 | 113 | 125 | | |
| 25000 | 38 | 69 | 99 | 130 | 160 | 191 | 221 | 252 | 282 | 313 | | |
| | 19 | 35 | 50 | 65 | 80 | 96 | 111 | 126 | 141 | 157 | | |
| 30000 | 46 | 82 | 119 | 156 | 192 | 229 | 266 | 302 | 339 | 376 | | |
| | 23 | 41 | 60 | 78 | 96 | 115 | 133 | 151 | 170 | 188 | | |
| 35000 | 53 | 96 | 139 | 181 | 224 | 267 | 310 | 352 | 395 | 438 | | |
| | 27 | 48 | 70 | 91 | 112 | 134 | 155 | 176 | 198 | 219 | | |
| 40000 | 61 | 109 | 158 | 207 | 256 | 305 | 354 | 403 | 452 | 501 | | |
| | 31 | 55 | 79 | 104 | 128 | 153 | 177 | 202 | 226 | 251 | | |
| 45000 | 68 | 123 | 178 | 233 | 288 | 343 | 398 | 453 | 508 | 563 | | |
| | 34 | 62 | 89 | 117 | 144 | 172 | 199 | 227 | 254 | 282 | | |
| 50000 | 76 | 137 | 198 | 259 | 320 | 381 | 442 | 503 | 564 | 626 | | |
| | 38 | 69 | 99 | 130 | 160 | 191 | 221 | 252 | 282 | 313 | | |
| 55000 | 83 | 150 | 217 | 285 | 352 | 419 | 486 | 554 | 621 | 688 | | |
| | 42 | 75 | 109 | 143 | 176 | 210 | 243 | 277 | 311 | 344 | | |
| 60000 | 91 | 164 | 237 | 311 | 384 | 457 | 531 | 604 | 677 | 751 | | |
| | 46 | 82 | 119 | 156 | 192 | 229 | 266 | 302 | 339 | 376 | | |
| 65000 | 98 | 177 | 257 | 336 | 416 | 495 | 575 | 654 | 734 | 813 | | |
| | 49 | 89 | 129 | 168 | 208 | 248 | 288 | 327 | 367 | 407 | | |
| 70000 | 106 | 191 | 277 | 362 | 448 | 533 | 619 | 704 | 790 | 876 | | |
| | 53 | 96 | 139 | 181 | 224 | 267 | 310 | 353 | 395 | 438 | | |
| 75000 | 113 | 205 | 296 | 388 | 480 | 571 | 663 | 755 | 846 | 938 | | |
| | 57 | 103 | 148 | 194 | 240 | 286 | 332 | 378 | 423 | 469 | | |
| 80000 | 121 | 218 | 316 | 414 | 512 | 609 | 707 | 805 | 903 | 1001 | | |
| | 61 | 109 | 158 | 207 | 256 | 305 | 354 | 403 | 452 | 501 | | |
| 85000 | 128 | 232 | 336 | 440 | 544 | 647 | 751 | 855 | 959 | 1063 | | |
| | 64 | 116 | 168 | 220 | 272 | 324 | 376 | 428 | 480 | 532 | | |
| 90000 | 136 | 246 | 356 | 466 | 576 | 686 | 796 | 906 | 1016 | 1126 | | |
| | 68 | 123 | 178 | 233 | 288 | 343 | 398 | 453 | 508 | 563 | | |
| 95000 | 143 | 259 | 375 | 491 | 607 | 724 | 840 | 956 | 1072 | 1188 | | |
| | 72 | 130 | 188 | 246 | 304 | 362 | 420 | 478 | 536 | 594 | | |
| 100000 | 151 | 273 | 395 | 517 | 639 | 762 | 884 | 1006 | 1128 | 1251 | | |
| | 76 | 137 | 198 | 259 | 320 | 381 | 442 | 503 | 564 | 626 | | |



CITY OF SONOMA
 City Council
 Agenda Item Summary

| | |
|----------------------|-------------------|
| Agenda Item: | 9 |
| Meeting Date: | 01/07/2015 |

| | |
|-------------------------------------|---|
| 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 COOK | MPT GALLIAN | CLM. AGRIMONTI | CLM. EDWARDS | CLM. HUNDLEY |
|--|--|---|--|--|
| City Audit Committee | ABAG Delegate | North Bay Watershed Association | ABAG Alternate | Sonoma Clean Power Alt. |
| City Facilities Committee | Cittaslow Sonoma Valley Advisory Council, Alt. | Sonoma County Trans. & Regional Climate Protection Authority, Alternate | Cittaslow Sonoma Valley Advisory Council | Sonoma County Health Action & SV Roundtable |
| LOCC North Bay Division Liaison | City Audit Committee | Sonoma County Waste Management Agency | City Facilities Committee | Sonoma County M & C Assoc. Legislative Committee |
| Oversight Board to the Dissolved CDA | LOCC North Bay Division Liaison, Alternate | VOM Water District Ad Hoc Committee, Alternate | | S. V. Citizens Advisory Commission |
| Sonoma Clean Power | Oversight Board to the Dissolved CDA, Alt. | Water Advisory Committee, Alternate | | S.V. Economic Dev. Steering Committee, Alt. |
| Sonoma County Mayors & Clm. Assoc. BOD | Sonoma County Mayors & Clm. Assoc. BOD, Alt. | | | S. V. Library Advisory Committee, Alternate |
| Sonoma Disaster Council | Sonoma County M & C Assoc. Legislative Committee, Alt. | | | Substance Abuse Prevention Coalition |
| Sonoma Housing Corporation | Sonoma County Trans. Authority & Regional Climate Protection Authority | | | |
| Sonoma Valley Citizens Advisory Comm. Alt. | Sonoma Disaster Council, Alternate | | | |
| S.V.C. Sanitation District BOD | Sonoma Housing Corporation | | | |
| S.V. Economic Dev. Steering Committee | S.V.C. Sanitation District BOD, Alt. | | | |
| S.V. Fire & Rescue Authority Oversight Committee | S.V. Fire & Rescue Authority Oversight Committee | | | |
| S. V. Library Advisory Committee | LOCC North Bay Division, LOCC E-Board (M & C Appointment) | | | |
| | Ag Preservation and Open Space (M & C Appointment) | | | |
| | VOM Water District Ad Hoc Committee | | | |
| | Water Advisory Committee | | | |

Recommended Council Action – Receive Reports

Attachments: None