

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

Community Meeting Room, 177 First Street West, Sonoma CA



**Monday, April 6, 2015
5:30 p.m. Study Session (Special Meeting)
6:00 p.m. Regular Meeting**

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.

5:30 P.M. – STUDY SESSION

Presentation by Community and Local Law Enforcement Task Force

6:00 P.M. – REGULAR MEETING

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

- Item 3A:** Recognition of Matt Howarth's service on the Planning Commission
- Item 3B:** Donate Life Month and Alcaldesa Waldron's Pink Dot Campaign Proclamation
- Item 3C:** National Crime Victims' Rights Week Proclamation
- Item 3D:** Week of the Young Child Proclamation
- Item 3E:** Presentation by the Sonoma County Water Agency (SCWA) regarding the Sustainable Groundwater Management Act (SGMA)
- Item 3F:** Presentation by the Sonoma Ecology Center on Nathanson Creek Restoration Phase 2

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 March 16 and March 25, 2015 City Council meetings.**
Staff Recommendation: Approve the minutes.
- Item 4C:** **Approval and ratification of the reappointment of Kari Ontko to the Cultural and Fine Arts Commission.**
Staff Recommendation: Approve and ratify the appointment.
- Item 4D:** **Approval and ratification of the appointment of Mike Coleman to the Planning Commission.**
Staff Recommendation: Approve and ratify the appointment.
- Item 4E:** **Approval and ratification of the appointment of Oscar Mooneyhan to the Community Services and Environment Commission for a two-year term.**
Staff Recommendation: Approve and ratify the appointment.
- Item 4F:** **Approval and ratification of the appointment of Inge Hutzel to the Community Services and Environment Commission for a two-year term.**
Staff Recommendation: Approve and ratify the appointment.
- Item 4G:** **Adoption of a resolution approving an amendment to the Special Events Policy relating to exceptions to the limit on successive weekends in the Plaza.**
Staff Recommendation: Adopt the resolution approving the updated policy.
- Item 4H:** **Approval of a lease for the upgrade and re-use of the Maysonave Cottage (289 First Street East).**
Staff Recommendation: Approve and authorize staff to execute the lease.

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 March 16 and March 25, 2015 City Council Meetings Pertaining to the Successor Agency.**
Staff Recommendation: Approve the minutes.

6. PUBLIC HEARING

- Item 6A:** **Discussion, consideration and possible action on an amendment to the Municipal Code establishing a review and licensing process for limited short-term rentals within owner-occupied single-family residences.** (Planning Director)
Staff Recommendation: A majority of the Planning Commission has recommended to the City Council against adopting an ordinance that would allow for Boarding Rooms.

7. REGULAR CALENDAR – CITY COUNCIL

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

Item 7A: Discussion, Consideration and Possible Action to Support Applications by Sonoma Valley Historical Society for 2015 Impact 100 Grants for the Depot Park Museum and Cemetery Projects. (City Manager)
Staff Recommendation: Support the applications.

Item 7B: Discussion, consideration and possible action to approve an agreement with the Sonoma Valley Chamber of Commerce for Business and Economic Vitality Partnership Services. (City Manager)
Staff Recommendation: Approve agreement and authorize the City Manager as signatory to the agreement.

Item 7C: Discussion, consideration, and possible action on the Removal and Replanting of Broadway Street Trees. (Public Works Director)
Staff Recommendation: Approve the removal of upper Broadway Red Oak street trees by abutting property owners at their own cost, under the condition that a re-planting plan first be approved by the Council for the Upper Broadway area (Broadway, between Napa St. and Patten St.) and that the tree removals be approved by Caltrans.

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 April 2, 2015. 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: Study Session

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Carol Giovanatto, City Manager

Agenda Item Title

Presentation by the Community and Local Law Enforcement Task Force

Summary

The Community and Local Law Enforcement Task Force was established by the Sonoma County Board of Supervisors to meet and prepare recommendations on methods to enhance relationships with local law enforcements, provide better accountability and seek changes to protocol in critical incidents.

The Task Force was charged with the following:

- Reviewing options for a model for an independent citizen review body;
- Reviewing and recommending options for community policing to be considered with the Fiscal Year 2014-2015 budget process;
- Reviewing and recommending whether the Office of Coroner should be separately elected from the Office of Sheriff; and
- Bringing to the Board of Supervisors any additional feedback from the community on these issues that merits County attention by the end of 2014 and discuss staff generated efforts on these issues.

The Task Force requested an opportunity to present and discuss their draft recommendations with the City Council.

Recommended Council Action

Conduct study session and receive the presentation.

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:

Draft Recommendations

Alignment with Council Goals:

N/A

cc: Melissa James via email

**COMMUNITY AND LOCAL LAW ENFORCEMENT TASK FORCE
DRAFT RECOMMENDATIONS
BY SUBCOMMITTEE**

(Revised March 23, 2015)

COMMUNITY POLICING	SUMMARY OF RECOMMENDATIONS http://sonomacounty.ca.gov/Community-and-Local-Law-Enforcement-Task-Force/Community-Policing-Subcommittee/Draft-Recommendations/
#1 Improve Critical Incident Response	<p>Responding effectively to critical incidents is about more than dealing with perpetrators, victims and crime scenes. Critical incidents can have profound effects on the families of those involved and the communities they represent. Addressing the needs of these stakeholders in a personal and professional manner and understanding the impact these events have on their lives is critical to fostering trust and good will between law enforcement and the communities they serve. Failure to recognize and address the diverse needs of families and communities following critical incidents may inadvertently cause alienation, misunderstandings and lack of trust.</p>
#2 Enhance Law Enforcement Programs and Activities	<p>The Community Policing philosophy is based on the understanding that a strong and supportive relationship between law enforcement agencies (LEAs) and the communities they serve is critical to effective policing and community development. For some communities in Sonoma County, this relationship has been strained and trust has been eroded. In order to begin to bridge this gap and rebuild trust, new law enforcement programs and activities to engage and support communities are warranted.</p>
#3 Improve Community Outreach and Engagement	<p>These recommendations focus on an active plan for developing and enhancing community stakeholder relationships between local law enforcement agencies (LEAs) and the communities they serve, with an emphasis on facilitating and improving community dialogue and interactions. Establishing and supporting strategic relationships and programs with community-based organizations and stakeholders is central to the community policing philosophy. These relationships help to build trust between local LEAs and the communities they serve and make for better and more effective policing.</p>
#4 Develop a Moorland Neighborhood Pilot Project	<p>These recommendations focus on creating a community policing, outreach and engagement plan, developed and agreed upon by residents and law enforcement, in the Moorland area in Southwest Santa Rosa. This project will serve to build trust, reduce crime and improve the quality of life of Moorland neighborhood residents. It will also act as a pilot project that may be replicated in other priority areas in the County.</p>

<p>#5 Improve Hiring, Training and Cultural Diversity</p>	<p>The Community Policing subcommittee found it necessary through our investigations of current practices to include recommendations focusing on law enforcement agency (LEA) hiring and training.</p> <p>In order to begin to instill trust that has been lacking in certain communities between the residents and local law enforcement agencies (LEAs), the Community Policing subcommittee strongly recommends that local LEAs commit to a broad and effective Community Policing philosophy with significant and meaningful involvement from the communities they serve. In keeping with the Community Policing philosophy, the subcommittee also strongly recommends that all local LEAs make additional efforts to hire and maintain staff that are reflective demographically, culturally, and linguistically of the communities they serve.</p>
<p>#6 Enhance Use of Force Policies</p>	<p>The use of deadly force by law enforcement agencies (LEAs) in Sonoma County is of deep concern to many of the communities they serve. In several instances over the past decade, events where deadly force has been used have had a deep eroding effect on the trust between communities and law enforcement.</p> <p>Updating and clearly defining use of force policies, along with better equipping officers to handle high-stress situations in a safe and non-lethal manner where deadly force may be an option, is one way to begin to rebuild trust in communities and to prevent further tragedies from occurring.</p> <p>The Community Policing subcommittee recommends that local law enforcement agencies (LEAs) maintain high-level, quality service; to ensure officer safety, accountability, and effective policing.</p>
<p>#7 Body Worn Cameras</p>	<p>Community policing subcommittee found it necessary to include a recommendation on a policy for Body-Worn Cameras. The use of deadly force by the Sheriff's Office/Law Enforcement Agencies is of deep concern to many of the communities they serve. In several instances over the past decade, events where deadly force has been used have had a deep eroding effect on the trust between communities and law enforcement. The County of Sonoma has recently purchased Body Worn Cameras for the Sheriff's Office.</p>

<p style="text-align: center;">COMMUNITY ENGAGEMENT AND HEALING</p>	<p style="text-align: center;">SUMMARY OF RECOMMENDATIONS</p> <p style="text-align: center;">http://sonomacounty.ca.gov/Community-and-Local-Law-Enforcement-Task-Force/Community-Engagement-and-Healing-Subcommittee/Draft-Recommendations/</p>
<p style="text-align: center;">#1 Counseling and Mental Health</p>	<p>Expand current behavioral health counseling and mental health programs available to help students with social and emotional needs and effects of traumatic incidents. Their families' needs also should be assessed and addressed. School counselors are trained to work with students, families, staff and agencies ensuring a holistic approach.</p>
<p style="text-align: center;">#2 Community Forums</p>	<p>Continue funding community engagement forums after the termination of the Task Force. It is recommended the forums be modeled on our current efforts to reinforce a respectful and nonthreatening dialogue between law enforcement and all segments of the community.</p>
<p style="text-align: center;">#3 Pilot Mural Program</p>	<p>Implement a much-needed pilot public art program in Roseland, a neighborhood that is in need of the healing that public art can bring to a community. Then expand the program to other underserved areas identified in the 2014 Portrait of Sonoma County. Such a program will support the healing of the community by tapping into the great and diverse cultural resources available from these underserved areas.</p>
<p style="text-align: center;">#4 Social Action Music Center</p>	<p>County Supervisors to convene a series of at least three meetings to establish an ongoing Exploratory/Advisory Group, charged with exploring the feasibility of the creation of a Sonoma County Social Action Music Center that would support the expansion of Community-Based Music Programs throughout Sonoma County.</p>
<p style="text-align: center;">#5 Student Congress</p>	<p>The Student Congress is a youth-centered network and leadership program that allows for the reporting, distribution, and collection of critical information regarding social, health, financial, and academic capital. This is because the everyday life experiences of middle and high school students are unique: they take place in a matrix that reaches into their homes and family members, schools, employment, sports, businesses, law enforcement, street gangs, and the criminal justice system. As a source of prestige and power, SC is not only a viable alternative to joining a gang but also a pipeline to civic engagement in student and in local government.</p>

<p>#6 School Resource Officers</p>	<p>Additional School Resource Officer (SRO).</p>
<p>#7 Community Service Officers</p>	<p>To support the addition of a Community Service Officer (CSO) in the Roseland & Mooreland area.</p>
<p>#8 Restorative Justice</p>	<p>Restorative justice works in partnership with the traditional justice system and school discipline procedure, which focuses on blame and punishment. As seen through the lens of restorative justice, an offender harms other people and impacts the community. By committing a crime or school violation, he creates an obligation to the victim and the community to restore the broken relationships and heal the harms. The cornerstone of restorative justice is accountability. The focus is on healing, giving voice to the victim and preventing re-offending.</p>
<p>#9 Roseland Development</p>	<p>Provide increased County funding for programs that initiate and encourage cultural and ethnic inclusiveness.</p> <p>Encourage law enforcement jurisdictions to incorporate the same principles in their community policing outreach programs.</p>
<p>#10 Education on Law Enforcement Policies</p>	<p>Recommend that the Sheriff's Department be given additional funding for Citizen's Academy sessions and for the creation of a clear, bilingual, document that informs the public about the types of law enforcement practices taught in Citizens' Academy classes (to be available online and in print format).</p> <p>Recommend that law enforcement provide readily available information for the public on the most positive and productive manner to interact with law enforcement officers when stopped as an informational tool. The intention would be to incorporate the rights of the individual as well as defining behavior that would and would not help the situation.</p>

<p style="text-align: center;">LAW ENFORCEMENT ACCOUNTABILITY</p>	<p style="text-align: center;">SUMMARY OF RECOMMENDATIONS</p> <p style="text-align: center;">http://sonomacounty.ca.gov/Community-and-Local-Law-Enforcement-Task-Force/Law-Enforcement-Accountability-Subcommittee/Draft-Recommendations/</p>
<p>#1 Independent Review of Law Enforcement</p>	<p>Recommends that the Board of Supervisors establish an :</p> <ul style="list-style-type: none"> • Office of Independent Auditor (OIA), • OIA Citizens Advisory Committee; and • OIA Youth Council <p>The concept of this recommendation is taken in large measure from the Office of the Independent Police Auditor that exists in the City of San Jose.</p>
<p>#2 Feasibility of Grand Jury as Oversight Body</p>	<p>Advises the Board of Supervisors that the current system wherein a civil Grand Jury is periodically empanelled is not suited to provide the type of independent review of law enforcement determined to be needed. While the Grand Jury is composed of devoted volunteers who engage in many hours of work on behalf of the citizens of Sonoma County, the Grand Jury does not have the statutory authority, time, staffing or expertise to provide a system of independent law enforcement review, as well as the community engagement work thought to be a central element of an accountability body.</p>
<p>#3 Separating the Office of the Coroner from the Office of the Sheriff</p>	<p>Recommends that the two offices be separated. This change would result in the continuation of an elected Sheriff as specified in the Constitution of the State of California and the establishment of a new Office of the Coroner or Medical Examiner, a non-elected position.</p>



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3A

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Recognition of Matt Howarth's service on the Planning Commission

Summary

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

Matt Howarth served on the Planning Commission as the Alternate for five months and then as a regular member of the Commission for eight years from 2007 to 2015.

Recommended Council Action

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

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:

Matt Howarth via email

CITY OF SONOMA
Certificate of Appreciation

PRESENTED TO

Matt Howarth

FOR SERVICE ON THE

PLANNING COMMISSION

2007 - 2015

PRESENTED THIS 6th DAY OF APRIL 2015

David Cook, Mayor



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3B

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

Donate Life Month and Alcaldesa Waldron's Pink Dot Campaign Proclamation

Summary

Alcaldesa Waldron requested a proclamation recognizing the April 2015 as Donate Life Month. Ms. Waldron has adopted the Pink Dot Campaign as her official Alcaldesa Program and is encouraging everyone to sign up to be an organ donor and make Sonoma the "Most Giving City" in California.

In keeping with City practice, Ms. Waldron has been asked to keep the total length of her comments and/or announcements to no 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

Copy to: Marcie Waldron via email

City of Sonoma



Proclamation

DONATE LIFE MONTH

WHEREAS, organ, tissue, marrow and blood donation are life-giving acts recognized worldwide as expressions of compassion to those in need; and

WHEREAS, more than 123,000 individuals nationwide and more than 25,000 in California are currently on the national organ transplant waiting list, and every 90 minutes one person dies while waiting due to the shortage of donated organs; and

WHEREAS, a single individual's donation of the heart, lungs, liver, kidneys, pancreas and small intestine can save up to eight lives; donation of tissue can save and heal the lives of up to 50 others; and a single blood donation can help three people in need; and

WHEREAS, millions of lives each year are saved and healed by donors of organs, tissues, marrow and blood; and

WHEREAS, our 2015 Alcaldesa, Marcie Waldron, is alive today because of a lifesaving kidney transplant seventeen years ago; and

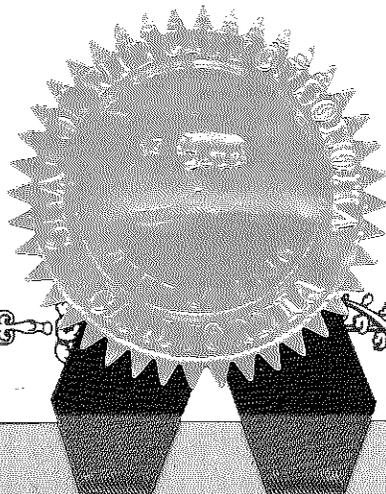
WHEREAS, Alcaldesa Waldron has created and is promoting the Pink Dot Campaign as her official Alcaldesa project with the desire to make Sonoma the Most Giving City in California; and

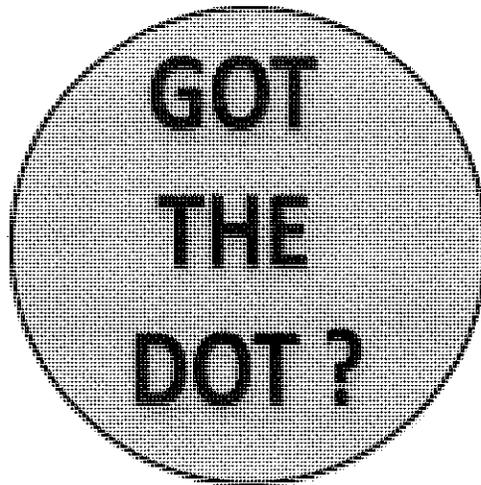
NOW, THEREFORE, I, David Cook, Mayor of the City of Sonoma, do hereby proclaim the month of April 2015 **Donate Life Month** in the City of Sonoma, and in doing so we encourage all Sonomans to check "YES!" when applying for or renewing their driver's license or I.D. card, or by signing up at www.donateLIFEcalifornia.org.

Help us meet Marcie's goal of making Sonoma the "Most Giving City"!

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 6th day of April 2015.

DAVID COOK, MAYOR





Marcie Waldron, 2015 Sonoma Alcaldesa
PINK DOT CAMPAIGN
Sign Up to be an Organ Donor!

Marcie Waldron marciestars@sbcglobal.net 707-935-7873

Goal - Increase Organ Donor Registration in Sonoma to make us 'The Most Giving City' in California.

Personal interest – This cause is near and dear to my heart (and new kidney). I'm alive today because I received a lifesaving kidney transplant 17 years ago.

Why this is a perfect project – It saves lives, it's free, it's not controversial, and it only takes a few minutes. Everyone can participate! Rich/poor, young/old, white/brown/black, Republican/Democrat, skinny/fat, and people of all faiths, can register to be an organ donor.

How - Motivate Valley residents to sign the donor registry at donateLIFecalifornia.org. or fill out a form. This will be accomplished through speaking engagements, social media, registration stations, handouts in Spanish and English, information booths, news articles and a dedicated website. Civic groups, non-profits, faith organizations, businesses and service clubs are being asked to support the Alcaldesa Project. The list is growing rapidly and will be published periodically. For more information and answers to questions on organ and tissue donation, see California Transplant Donor Network (ctdn.org) or contact Marcie.

Sign up to save lives at: donateLIFecalifornia.org
or in Spanish at: doneVIDAcalifornia.org



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3C

Meeting Date: 04/06/15

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

National Crime Victims' Rights Week Proclamation

Summary

The Sonoma County District Attorney's office requested a proclamation declaring April 19-25, 2015 National Crime Victims' Rights Week. Assistant District Attorney Alexander "Bud" McMahon will be present to accept the proclamation.

In keeping with City practice, the proclamation recipient has 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:

1. Proclamation

cc: Terry Menshek - via email

City of Sonoma



Proclamation National Crime Victims' Rights Week

Whereas, more than 26 million Americans are directly harmed by crime each year, and approximately fifty percent of violent crimes are never reported; and

Whereas, many victims face challenges in finding appropriate services; and

Whereas, the emotional, physical, psychological, and financial impact of crime falls on people of all ages and abilities, and of all economic, racial and social backgrounds; and

Whereas, National Crime Victims' Rights Week is an opportune time to commit to ensuring that all victims of crime are offered accessible and appropriate services in the aftermath of crime; and

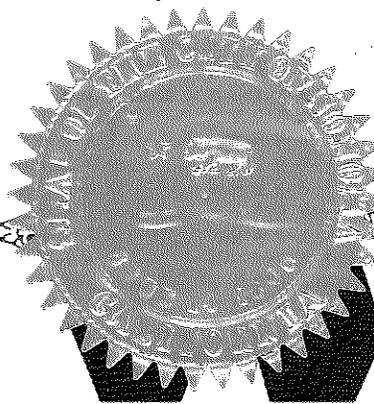
Whereas, the 2015 theme "Engaging Communities – Empowering Victims" presents the opportunity to highlight the diversity of our communities, expand partnerships to serve victims of crime and empower crime victims as they pursue justice and recovery; and

Whereas, the City of Sonoma is dedicated to building partnerships with trusted sources of support, including community leaders, religious groups, schools and other agencies to better reach and serve all victims of crime.

Now, therefore I, David Cook, Mayor of the City of Sonoma, do hereby proclaim the week of April 19 through April 25, 2015 National Crime Victims' Rights Week in the City of Sonoma and reaffirm the commitment of the City of Sonoma to respect and enforce victims' rights and address their needs during Crime Victims' Rights Week and throughout the year. We extend our sincere appreciation to the victims and crime survivors who have turned personal tragedy into a motivating force towards improving our response to victims of crime and to build a more just community.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 6th day of April 2015.

DAVID COOK, MAYOR





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3D

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

Week of the Young Child Proclamation

Summary

The Child Care Planning Council of Sonoma County and other local organizations celebrate the Week of the Young Child annually in April to focus public attention on the needs of young children and their families and to recognize the early childhood programs and services that meet those needs. This year the recognition will take place April 12-18.

Cathy Vaughn will be present to accept the proclamation on behalf of Sonoma County Early Childhood Education. In keeping with City practice, she has been asked to keep the total length of her follow-up comments and/or announcements to no more than 10 minutes.

Recommended Council Action

Mayor Cook to present the proclamation.

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:

Proclamation

Alignment with Council Goals:

N/A

cc: Cathy Vaughn via email

City of Sonoma



Proclamation

THE WEEK OF THE YOUNG CHILD

Whereas, the Child Care Planning Council of Sonoma County and other local organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the Week of the Young Child, April 12-18, 2015; and

Whereas, these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Sonoma; and

Whereas, teachers, child care providers and others who make a difference in the lives of young children in Sonoma deserve thanks and recognition; and

Whereas, public policies that support early learning for all young children are crucial to young children's futures.

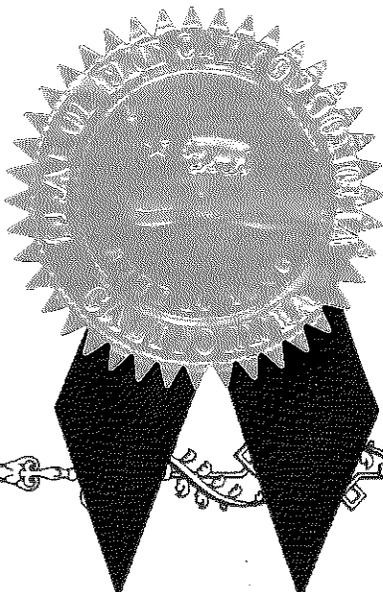
NOW, THEREFORE, I, David Cook, Mayor of the City of Sonoma, in recognition and support of the people, programs and policies that are committed to high-quality early childhood education, do hereby proclaim April 12-18, 2015

THE WEEK OF THE YOUNG CHILD

in the City of Sonoma and encourage all citizens to work to make a good investment in early childhood education.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 6th day of April 2015.

DAVID COOK, MAYOR





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3E

Meeting Date: 4/6/2015

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director / City Engineer

Agenda Item Title

Presentation by the Sonoma County Water Agency (SCWA) regarding the Sustainable Groundwater Management Act (SGMA)

Summary

The Sustainable Groundwater Management Act (SGMA) was passed by the California Legislature in August 2014 and went into effect on January 1, 2015. The Act requires Groundwater Sustainability Agencies (GSA) to be formed at the local level with the intent for them to sustainably manage groundwater by eliminating overdraft of the groundwater basins and bringing use and recharge into balance.

The SGMA legislation requires local agencies to form GSA's by July 1, 2017. The purpose of introducing the topic now is to allow sufficient time for the Council and the public to make timely decisions about how they wish to comply with the requirement to form GSA's by the July 2017 timeline.

Jay Jasperse, SCWA District Engineer, will make a presentation on the SGMA legislation and the County and Water Agency's intended approach to facilitate community education and discussion on GSA formation.

Recommended Council Action

Receive the presentation.

Alternative Actions

Council discretion.

Financial Impact

None at this time.

Environmental Review

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

Status

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

Attachments:

Supplemental Report.

Alignment with Council Goals:

Indirectly supports the Water Council goal to develop long-term strategies to address current and future infrastructure needs.

cc:

SUPPLEMENTAL REPORT

SCWA Presentation on the Sustainable Groundwater Management Act (SGMA)

For the City Council Meeting of April 6, 2015

Sustainable Groundwater Management Act Overview:

In September 2014, Governor Brown signed historic legislation requiring that California's critical groundwater resources be sustainably managed by local agencies. The Sustainable Groundwater Management Act (Act) gives local agencies (cities, counties and water districts/agencies) additional powers and authorities to sustainably manage groundwater over the long-term. The Act requires the formation, by June 30, 2017, of new Groundwater Sustainability Agencies tasked with assessing the conditions in their local basins and adopting locally-based Groundwater Sustainability Plans for medium- and high-priority groundwater basins (as designated by the California Department of Water Resources). In Sonoma County, three of the county's 14 basins and sub-basins are currently designated as medium-priority: Santa Rosa Plain, Sonoma Valley and Petaluma. No Sonoma County basins are currently designated as high-priority. The California Department of Water Resources may reprioritize basins and sub-basins in the future, which could result in the designation of additional basins or sub-basins as medium or high priority.

Groundwater Sustainability Plans must be completed for the affected Sonoma County basins by January 31, 2022. Implementation of these plans must bring the basins into sustainability within 20 years of adoption. The Act defines sustainable management as managing and using groundwater in a way that can be sustained over a long period of time. Specifically, sustainable yield is defined as the amount of groundwater that can be withdrawn annually without causing "significant and unreasonable impacts" related to any of the following "undesirable results": chronically lowering groundwater levels, causing seawater intrusion, degrading water quality, causing land subsidence or depleting interconnected surface water (for example, creeks, streams and rivers).

The Act empowers Groundwater Sustainability Agencies to use a number of new management tools to achieve the sustainability goal. For example, Groundwater Sustainability Agencies may conduct investigations, require registration of groundwater wells, determine the sustainable yield of a basin, measure and limit groundwater extractions, assess fees for groundwater management, and enforce the terms of a groundwater sustainability plan. Groundwater Sustainability Agencies also may request a revision of a groundwater basin boundary, including the establishment of new sub-basins

The Act also requires increased coordination between water supply and land use planning agencies. The Groundwater Sustainability Agency must consider land use assumptions contained in local general plans when it prepares the Groundwater Sustainability Plan. Prior to any substantial amendment of a general plan, land use planning agencies are required to review and consider a Groundwater Sustainability Plan and to refer a proposed general plan amendment to the local Groundwater Sustainability Agency for review. As part of this process, a Groundwater Sustainability Agency is required to provide the local land use planning agency with the anticipated effects of a proposed land use plan amendment on the implementation of the Groundwater Sustainability Plan. The Act also allows Groundwater Sustainability Agencies to request that counties provide well construction applications for the Groundwater Sustainability Agency's consideration and comment, but counties maintain well permitting authority unless the county delegates that power to the Groundwater Sustainability Agency. The chart below includes key milestones for complying with the Act. If these milestones are not met, the State Water

Resources Control Board (State Water Board) will intervene, leading to loss of local control, possible curtailment of water use and state-imposed fees.

Time	Action
June 30, 2017	Formation of Groundwater Sustainability Agencies
January 31, 2020	Completion of plans in critically overdrafted basins (does not apply in any Sonoma County groundwater basins at this time)
January 31, 2022	Completion of plans in all other medium- and high-priority basins
20 years after adoption of plan	High- and medium-priority basins achieve sustainability

Affected Sonoma County Groundwater Basins:

Both Sonoma Valley and Santa Rosa Plain groundwater basins have groundwater management plans developed under the pre-Sustainable Groundwater Management Act groundwater management planning statutory scheme (AB 3030 and SB 1938). The Water Agency is the lead agency in these efforts, working with basin advisory panels to develop and implement groundwater management plans in each basin. The basin advisory panels include representatives from agriculture, environmental groups, residential well owners, the County, cities, tribes, and community water districts. These voluntary, non-regulatory plans are an excellent first step toward groundwater sustainability, and will significantly advance the region’s ability to comply with the Act by establishing a robust data collection and monitoring program and by promoting, studying and implementing programs and projects aimed at sustaining the basins’ groundwater resources. These existing plans also foster stakeholder coordination and public outreach, both of which are essential elements of the Act. These plans, however, do not meet the more stringent requirements of the new law and will need to be updated to ensure the basins will meet the sustainability goal established by the Act.

Groundwater Sustainability Agency Formation:

The Act requires the formation of a Groundwater Sustainability Agency (or agencies) for the medium-priority basins in Sonoma County by June 30, 2017. Any local public agency or a combination of local agencies that has water supply, water management, or land use responsibilities within a groundwater basin may elect to be a Groundwater Sustainability Agency through a joint powers agreement, memorandum of agreement or other legal agreement. A water corporation regulated by the California Public Utilities Commission may participate in a Groundwater Sustainability Agency if the local agencies approve. A federally recognized Indian tribe may voluntarily agree to participate in the preparation and implementation of a groundwater sustainability plan. The County would become the default Groundwater Sustainability Agency in any basin or portion of a basin where no other entity steps forward by June 30, 2017. If the County declines to be the Groundwater Sustainability Agency, the State Water Board will step in.

In Sonoma County, several public agencies are eligible to be the Groundwater Sustainability Agency or part of the Groundwater Sustainability Agency in each basin. For example, the County or the Water Agency could be the Groundwater Sustainability Agency that encompasses any or all of the basins in the county. In addition, cities and water districts within a particular groundwater basin could be the Groundwater Sustainability Agencies for the part of the basin over which they have jurisdiction. The Act allows multiple Groundwater Sustainability Agencies and plans for a single basin but in such cases the Act requires a coordination agreement that covers the entire basin. Structurally, there are three

overarching governance options: one countywide Groundwater Sustainability Agency; separate Groundwater Sustainability Agency for each basin; or a hybrid using countywide resources with basin-specific management decisions.

Education and Outreach to Date:

Following passage of the Act, County and Water Agency staff formed a workgroup consisting of representatives from the Water Agency, Permit and Resource Management Department (PRMD), County Counsel and the County Administrator's Office (Workgroup) to review the Act's requirements and consider governance options. Staff has been meeting with stakeholders to inform them of the new Act's requirements and to discuss collaborative approaches.

Water Agency staff created a Sustainable Groundwater webpage (<http://www.scwa.ca.gov/sgma/>) which includes a PowerPoint presentation and a "frequently asked questions" document specific to Sonoma County. Staff is also maintaining an interested party mailing list (required by the Act) for anyone who wishes to receive updates on the Act in Sonoma County. PRMD's public website links to these resources on the Water Agency's webpage.

The Workgroup envisions an outreach and communication strategy that includes the following components: presentations to agencies eligible to serve as Groundwater Sustainability Agencies and to stakeholders to inform them of the Act (in progress); an educational workshop aimed at the general public and stakeholders describing the Act and options for the creation of a Groundwater Sustainability Agency; public hearing(s) as required by the Act; ongoing outreach via paid ads, free media, the website and social media; and regular updates to the interested party mailing list. A more formal outreach plan will be developed based on the outcome of the facilitated process recommended below.

Recommended Strategy for Groundwater Sustainability Formation:

Based on experience with the Sonoma Valley and Santa Rosa Plain groundwater planning processes, feedback from stakeholders, including basin-specific meetings with staff from Groundwater Sustainability Agency eligible local agencies, and discussions with other counties and water districts, the Workgroup recommends engaging in a facilitated process with other Groundwater Sustainability Agency-eligible local agencies to develop Groundwater Sustainability Agency governance options based on the following general principles:

1. Eligible local agencies should work together to identify a unified and equitable approach to governance in which each local agency has a meaningful voice.
2. The governance structure should reinforce the "local management" principles embodied in the Act by ensuring that management decisions are made at the local level in each groundwater basin.
3. While local management is essential, opportunities should be found for sharing resources and management expertise across basins. The governance structure should avoid redundancy and reduce management costs by efficiently using local staff and technical resources and agency infrastructure.
4. Groundwater sustainability planning under the Act should build upon successful water management efforts in Sonoma County, including the adopted groundwater management plans in the Sonoma Valley and Santa Rosa Plain.
5. In addition to the local agencies, community stakeholders should be represented through additional formal governance structures, such as advisory committees, to ensure diverse viewpoints are represented in plan development and implementation.
6. A robust and transparent outreach program should be conducted to provide information to and receive input from private well owners and the general public regarding the Act.

These principles for developing governance options reflect input from staff of the Groundwater Sustainability Agency-eligible local agencies in each affected basin.

As a first step, the Workgroup recommends that the facilitator conduct a stakeholder assessment and, based on this input, develop a recommended collaborative process for Groundwater Sustainability Agency formation. After review by the Act Workgroup and the other Groundwater Sustainable Agency eligible cities and water districts, staff will present the proposed Groundwater Sustainable Agency formation process to the Board of Directors/Board of Supervisors for approval. Staff anticipates the Groundwater Sustainable Agency formation process will be a two-year process with significant opportunities for public input.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3F

Meeting Date: 4/6/2015

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director / City Engineer

Agenda Item Title

Presentation by the Sonoma Ecology Center on Nathanson Creek Restoration Phase 2

Summary

Plans are being finalized to perform habitat restoration and flood mitigation at a vacant City conservation easement parcel located at 125 East MacArthur. This project is a small portion of the Nathanson Creek Preserve and Trailway Corridor Master Plan, developed back in 1998. Several other initiatives related to the Master Plan are also currently in progress.

The Sonoma Ecology Center (SEC) has been taking the primary project management lead on this project, in partnership with the City, the Sonoma County Water Agency, and several other agencies. A plan copy of the restoration project site is attached.

Mark Newhouser, SEC Restoration Program Manager, will make a presentation on the habitat restoration project and can answer any questions.

Recommended Council Action

Receive the presentation.

Alternative Actions

Council discretion.

Financial Impact

None at this time.

Environmental Review

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

Status

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

Attachments:

Supplemental Report
Plan of Restoration on City Parcel

Alignment with Council Goals:

Indirectly supports the Council Infrastructure goal to pursue available grant opportunities.

cc:

SUPPLEMENTAL REPORT

Presentation by Sonoma Ecology Center on Nathanson Creek Restoration Phase 2 Project

For the City Council Meeting of April 6, 2015

Background:

In 1994, local citizens joined together to clean up Nathanson Creek and established the concept of a Preserve to help restore the creek along the high school and City owned properties. In 2005, the Sonoma Ecology Center, the Sonoma Valley Unified School District, and the City of Sonoma cosigned a Memorandum of Understanding to formally establish the Preserve and guidelines for the restoration and management of the Preserve. In the following years, it became clear that the past degradation of the creek channel and on-going flooding posed significant challenges to achieving restoration success.

In 2004, SEC partnered with the City of Sonoma to secure funding from the DWR River Parkways Grant Program. This project installed the Nathanson Creek Demonstration Garden and Park, including ADA access, educational signs, park benches, picnic tables, and trees installed along the parkway.

After flooding and extensive damage to the school district in the 2005/06 flood, SEC, and the City of Sonoma as Co-applicant, pursued funding to complete flood analysis and develop designs that would help alleviate flooding and facilitate fish and wildlife habitat restoration. In 2011, the Department of Water Resources Urban Streams Restoration Program (DWR USRP) funded the current project to survey the creek; develop hydrologic and hydraulic models; develop designs for flood reduction and habitat enhancement projects; and construct a portion of the design.

Previous Council Approvals:

The Sonoma City Council approved the Nathanson Creek Preserve and Trailway Corridor Master Plan in 1998 which describes the restoration practices included in current designs.

- The Sonoma County Agricultural Preservation and Open Space District (SCAPOS) conservation easement was established with Matching Grant Program (MGP) funding in 1997.
- The City of Sonoma and Sonoma Valley Unified School District approved the Nathanson Creek Preserve and Parkway site plan in 2006.
- The City of Sonoma passed resolutions in support of three DWR proposals and served as co-applicant on the Nathanson Creek Preserve and Parkway grant proposal, and both DWR USRP grant proposals (Phase 2 and 3).

Public Outreach:

Project public outreach has been through press releases and door to door contact throughout neighborhoods surrounding the Preserve. Two of three planned public meetings have been held so far. The first public meeting, held at Adele Harrison Middle School on August 14, 2013, presented the goals of the project and potential design concepts and provided opportunities for community input, including homeowner experiences of past flooding. The second public meeting was held at Prestwood Elementary on November 13, 2014 and presented the results of the flood modeling and analysis, concept designs, draft construction designs and CEQA analysis. This meeting served as CEQA notification and input from attendees was recorded and used for analysis and recommendations for development of the addendum of

the existing CEQA mitigated negative declaration. The third public meeting will be held after approval of final plans and permits and have a tentative construction date.

Current Project:

The currently funded project includes the flood modeling and feasibility analysis of conceptual designs for channel modification throughout the Preserve. The analysis includes the hydrologic and hydraulic modeling of existing flood flows and with conceptual improvements. The project also includes the development of site-specific construction designs and permits for two sites (Demonstration Park and City Parcel) and the construction of one of the two designed projects, located on the City Parcel, which is planned to be constructed this fall, 2015. Upon completion of the flood-plain basin, the property will be revegetated with native plants. Funding through the SCAPOSD MGP program has been secured to provide additional planting, an ADA accessible walkway and interpretive sign, fencing, and maintenance over the following three years.

Estimated Costs and Funding Sources:

City Parcel design will cost an estimated \$250K in construction costs to install the floodplain basin, funded by the DWR USRP.

The SCAPOSD MGP funding of 166K will pay for the cost of the planting, ADA access, signage, fencing and maintenance.

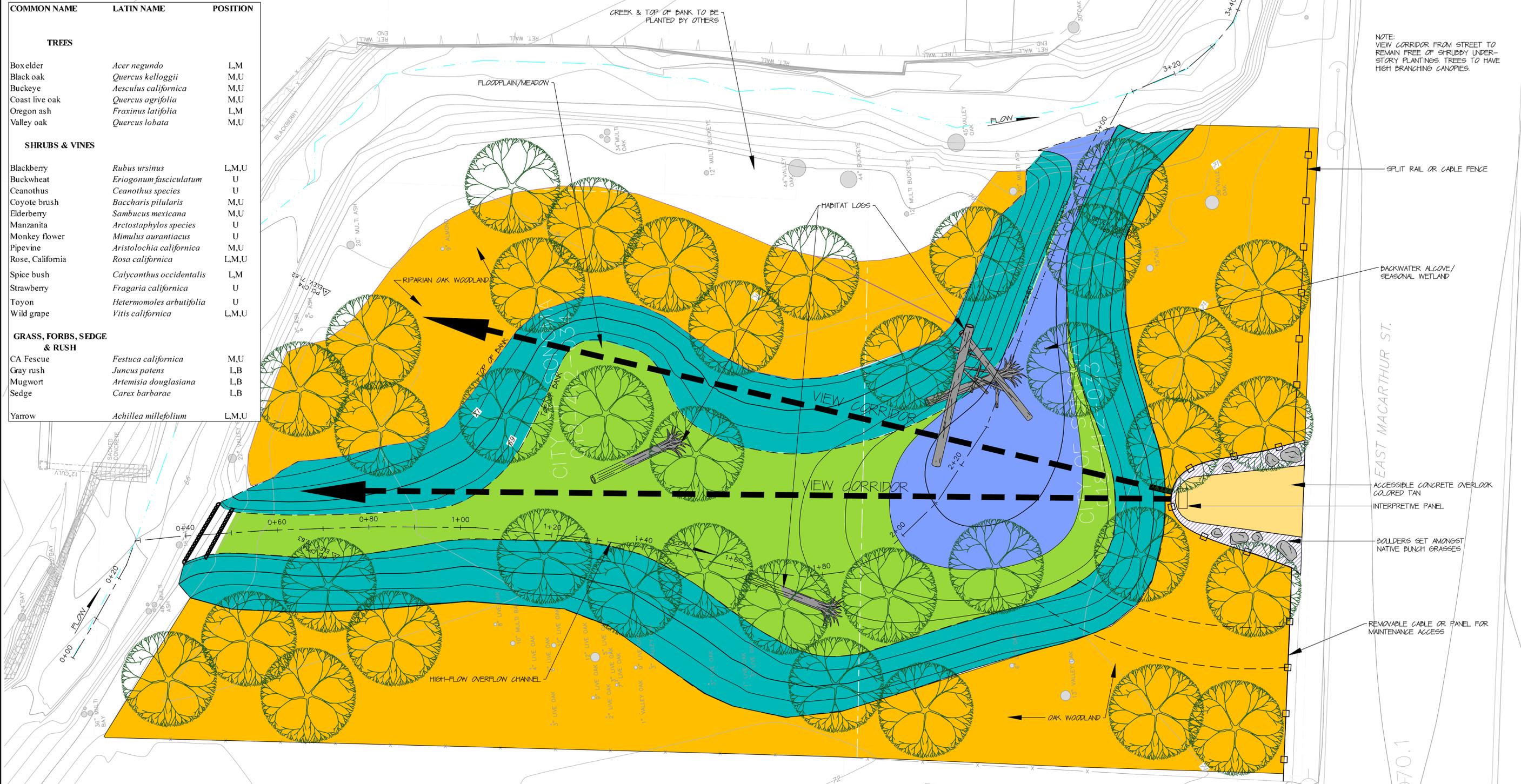
Next Steps:

DWR USRP Funded project

- January 2015 - Permit applications have been signed by landowners and submitted to respective regulatory agencies
- March 2015 - SCAPOSD has determined that the 65% designs for the City Parcel are consistent with the conservation easement
- April-May 2015 - Secure permits and complete designs
- September-October 2015 - Construct floodplain project at the City Parcel
- December 2015-March 2016 - Native plant revegetation at the City Parcel and Nathanson Creek Park

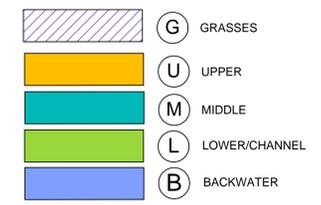
PLANT LIST

COMMON NAME	LATIN NAME	POSITION
TREES		
Box elder	<i>Acer negundo</i>	L,M
Black oak	<i>Quercus kelloggii</i>	M,U
Buckeye	<i>Aesculus californica</i>	M,U
Coast live oak	<i>Quercus agrifolia</i>	M,U
Oregon ash	<i>Fraxinus latifolia</i>	L,M
Valley oak	<i>Quercus lobata</i>	M,U
SHRUBS & VINES		
Blackberry	<i>Rubus ursinus</i>	L,M,U
Buckwheat	<i>Eriogonum fasciculatum</i>	U
Ceanothus	<i>Ceanothus species</i>	U
Coyote brush	<i>Baccharis pilularis</i>	M,U
Elderberry	<i>Sambucus mexicana</i>	M,U
Manzanita	<i>Arctostaphylos species</i>	U
Monkey flower	<i>Mimulus aurantiacus</i>	U
Pipevine	<i>Aristolochia californica</i>	M,U
Rose, California	<i>Rosa californica</i>	L,M,U
Spice bush	<i>Calycanthus occidentalis</i>	L,M
Strawberry	<i>Fragaria californica</i>	U
Toyon	<i>Heteromoles arbutifolia</i>	U
Wild grape	<i>Vitis californica</i>	L,M,U
GRASS, FORBS, SEDGE & RUSH		
CA Fescue	<i>Festuca californica</i>	M,U
Gray rush	<i>Juncus patens</i>	L,B
Mugwort	<i>Artemisia douglasiana</i>	L,B
Sedge	<i>Carex barbarae</i>	L,B
Yarrow	<i>Achillea millefolium</i>	L,M,U

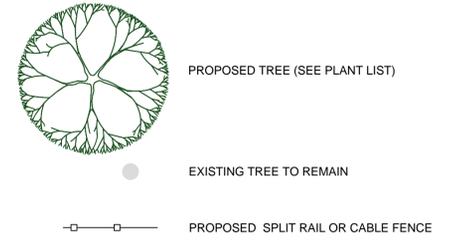


NOTE: VIEW CORRIDOR FROM STREET TO REMAIN FREE OF SHRUBBY UNDER-STORY PLANTINGS. TREES TO HAVE HIGH BRANCHING CANOPIES.

PLANTING ZONE LEGEND



LEGEND



Planting locations shall be pin flagged by PCI Landscape Architect prior to installation. Plants shall be hooked up to temporary irrigation system for establishment period. Tree layout is representational and subject to change.



PREPARED FOR:
SONOMA ECOLOGY CENTER
20 E. SPAIN ST.
SONOMA, CA. 95476

REVISIONS: DATE BY
65% PLAN
PRELIMINARY
DATE: Nov 26, 2014
NOT FOR CONSTRUCTION

DATE: NOV 2014
SCALE: AS SHOWN
DESIGNED BY: MJL/W
DRAFTED BY: LW/JP
CHECKED BY: MJL/W

**NATHANSON CREEK PRESERVE
ENHANCEMENT PROJECT
CITY PARCEL
LANDSCAPE & PLANTING PLAN**

SHEET
6
OF 6

VERIFY SCALES
ONE INCH



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the Minutes of the March 16 and March 25, 2015 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
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



Monday March 16, 2015

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. Members of the Spicy Taco Patrol Cub Scout troop led the Pledge of Allegiance.

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

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann, City Attorney Walters, Associate City Attorney Pistole, Planning Director Goodison, Public Works Director Takasugi

1. COMMENTS FROM THE PUBLIC

Jim Nelson referred to a February 2, 2015 letter to the City from William Keene, General Manager of Sonoma County Agricultural Preservation and Open Space District (SCAPOSD), which denied the City's request to amend the Montini Trail Management Plan to allow leashed dogs on the trail. He explained that as the CEO/President of Arbor Acres Farm, Inc., owner of Nicholas Turkey Breeding Farms, in 1995 he gave final approval to the sale of conservation easements in perpetuity to SCAPOSD for 306 acres covering a portion of the Mayacama Mountain woodlands. The conservation easement had protected the property from any type of development and he asked the Council to also protect the Montini Open Space Preserve Conservation Easement in perpetuity to protect the land for many generations to come. He quoted from a letter sent by the Sonoma Land Trust "*The promise of conservation easements is a promise to the taxpayers who fund the purchases and to donors who gift easements that they are permanent in perpetuity. Conservation easements are designed to be more than regulations that can be changed every election cycle. Tempering with this promise breeds cynicism and imperils the whole land conservation system.*"

Lynn Clary presented a petition, created by the Overlook Trail Stewards, containing 914 signatures in support of preservation-based land use policies on the Montini Preserve that would prohibit dogs on the trail. He reported that 80% of the people contacted signed the petition and many of them were dog owners. Reasons people gave for signing the petition included: Dogs affect wildlife; they do not belong on the preserve; trails were too narrow; dog owners do not follow the rules, do not clean up after their dog and do not understand there were some hazards for dogs. Clary stated that the Police Department had been called to the trail many times already in response to complaints about dogs and suggested that money would be better spent on a dog park at Maxwell Park.

Mary Nesbitt stated that use of the Montini Trail was much higher than had been previously estimated. The Management Plan estimated six visits daily in the winter months but their actual average count was fifty on weekdays and a couple hundred on weekends. She said there were many regular and repeat users including families with children, school groups, seniors, and tourists. When asked, visitors commented their favorite things about the Preserve were its 1) peace, tranquility, serenity; 2) natural beauty and fabulous views; 3) ability to get close to nature so close to the City. Nesbitt said the Preserve was wonderful the way it was and asked the Council to keep it that way and not allow dogs.

Alex Leader announced his Kickstarter campaign to raise funds for his glass blowing business.

Deirdre Sheerin announced Sweetwater Spectrum's 2015 spring plant sale and invited all to stop by and support their community garden.

2. MEETING DEDICATIONS

3. PRESENTATIONS

Item 3A: National Surveyor's Week Proclamation

Mayor Cook read aloud the proclamation for National Surveyor's Week and presented it to local Land Surveyor Phil Danskin who thanked Council for the recognition.

Item 3B: Presentation by the Sonoma County Water Agency (SCWA) regarding their Proposed Water Transmission Budget and Wholesale Water Rate Increase for FY15-16

Michael Gossman, SCWA Division Manager, presented Council with information regarding the agency's budget and projected changes to water rates. An overall increase of 5.46% was being recommended for the City. Gossman explained that Clm. Gallian, as the City's representative on the Water Advisory Committee-Technical Advisory Committee, would have an opportunity to vote on the recommendation that would be forwarded to the Board of Supervisors when they consider the proposed rate structure at their April 6, 2015 meeting.

Item 3C: Presentation of Regional Climate Protection Authority's (RCPA) Countywide Greenhouse Gas Reduction Implementation Program

Misty Mersich explained that Climate Action 2020 was a collaborative effort among all nine cities and the County of Sonoma to take further actions in reducing greenhouse gas emissions (GHG) community-wide and respond to the threats of climate change. RCPA was working with each community to develop a comprehensive and detailed plan for each jurisdiction that would identify measures to reduce GHGs from sources including building energy, transportation, water use and transport, waste, wastewater and agriculture.

Jerry Bernhaut stated that he had attended stakeholder meetings and that he felt the plan was flawed because it exempted the wine industry, which had an enormous carbon impact that was not being accounted for.

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 March 2, 2015 City Council meeting.
- Item 4C:** Acceptance of Bids and Award of Contract in the amount of \$40,000 for the Sonoma Fire Station Partial Exterior Painting Project to Alpha G. Painting of Napa, CA.
- Item 4D:** Adoption of Plans and Specifications, Acceptance of bids, Approve a Budget Adjustment in the amount of \$318,339, and Authorize the City Manager to Award a Construction Contract to Piazza Construction, lowest responsible bidder, for the Field of Dreams Well #8 Project No. 1402 in the amount of \$674,898.50.

The public comment period was opened and closed with none received. It was moved by Clm. Gallian, seconded by Clm. Hundley, to approve the consent calendar. The motion carried unanimously.

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

- Item 5A:** Approval of the portions of the Minutes of March 2, 2015 City Council meeting pertaining to the Successor Agency.

The public comment period was opened and closed with none received. It was moved by Clm. Agrimonti, seconded by Clm. Hundley, to approve the consent calendar. The motion carried unanimously.

6. PUBLIC HEARINGS

- Item 6A:** Discussion, consideration and possible action to conduct the first reading of an Ordinance of the City of Sonoma Requiring the Licensure of Tobacco Retailers and Amending Chapter 7.25 of the Municipal Code.

Mayor Cook opened the public hearing. City Manager Giovanatto reported that in 2014, the Council opened the discussion of establishing a Tobacco Retailers Licensing (TRL) program within the City limits of Sonoma. Working collaboratively with the City Attorney, members of the public health community, and with ChangeLab Solutions staff presented an overview of the TRL ordinance to the Council for a brief introduction in October 2014 at which time the Council tabled the issue until the new Council was seated following the election. On February 2, 2015, the City Council considered a draft ordinance entitled An Ordinance of the City of Sonoma Requiring the Licensure of Tobacco Retailers and Amending Chapter 7.25 of the Municipal Code and provided additional direction to staff. She stated that the proposed ordinance being introduced encompassed all forms of tobacco and tobacco related products including electronic devices that deliver nicotine or other substances by means of inhaling.

Associate City Attorney Pistole reported that pursuant to Council direction and further research by staff, modifications to the ordinance had been made as follows: 1) Included the most current definitions of “Electronic Smoking Device” and “Smoking” and Tobacco Paraphernalia” in accordance with information received from ChangeLab Solutions. 2) Omitted “Drug Paraphernalia” because of state preemption and the fact that existing state law permitted the revocation of a business license if drug paraphernalia was sold. 3) Limited TRLs to existing sites (16 total per State Board of Equalization). No new TRL licenses would be issued upon adoption of the ordinance. 4) Permitting existing TRL’s to sell business to a third party at the same location. License was not transferable if the business was relocated to a different location. 5) Not adding specific TRL sign regulation but rather relying upon Sonoma’s existing sign ordinance. 6) Prohibiting flavored tobacco products unless the package of cigars contained more than five cigars or unless a single cigar sold for a retail price exceeding \$3.00. 7) Removed alternative dispute resolution section as a cure for violation of the

ordinance. Pistole explained that an increase of the age to purchase tobacco to 21 had not been included in the ordinance because of pending Senate Bill 151 introduced on January 29, 2015, which raises the age to 21 statewide.

Cllm. Hundley inquired about signage regulations. Pistole responded that the already existing sign regulations were stronger than the ones contained in the model tobacco retail ordinance. Councilmembers offered their thoughts regarding flavored tobacco products and what should or should not be allowed.

Mayor Cook invited comments from the public. Those speaking in favor of the ordinance and encouraging the Council to adopt the most restrictive regulations possible were: Jill Whitham, Michele McGarry, Cathy Claeys, Elizabeth Emerson, Ted Sexauer, Laurie Bremner, and Pam Granger.

Erick Beall, manager of Digital Ciggz (Santa Rosa), spoke in support of vapor products. He said they had been developed as an aide to help smokers become nonsmokers and there was no justification to ban them.

Aamir Javed, 7-11 owner, stated that they were very responsible in the sale of tobacco products and did not want to sell to minors. Their clerks were trained to always check ID. He said the proposed license fee would cut into his profitability.

Mike Scott, 7-11 Field Consultant, stated they had a process in place to ensure they were not selling tobacco to minors. He explained the training and ID compliance process and said they had zero violations. The proposed ordinance would have a substantial financial impact on the stores.

Brent Lowder of REsource (Retailers and Store Owners United to Rebuild California's Economy) stated that if passed, the ordinance would severely impact local stores and give an advantage to the retailers located just outside the City limits. He stated that Sonoma tobacco retailers had a 100% compliance rate from decoy sting operations in 2014.

Jay Macedo, Sonoma County Department of Health, said they were willing to assist the City with implementation of the licensing and monitoring program. The Board of Supervisors would be considering a similar ordinance at their April 7 meeting.

When there were no additional speakers, Mayor Cook closed the public hearing.

Ms. Pistole confirmed that, per the proposed ordinance, a tobacco retailer who suspended sales of tobacco for more than sixty days would not be eligible to transfer their license.

Councilmembers then discussed the issues of flavors, the number of cigars in a pack, methods of identification, signage, how vapor cigarette (e-cigarette) use had grown, and how to protect the rights of adult smokers while at the same time protecting the youth. They came to a consensus on the following issues: The section banning flavored tobacco products would be revised to read "the package of Cigars contains five or more Cigars" rather than "more than five". E-cigarettes should be banned. Pipe tobacco in any flavor would be allowable. A government issued form of identification with a photo would be required. Council directed staff to research and bring back additional information regarding what \$5 would purchase in terms of cigars along with the other modifications to the ordinance.

RECESS: The meeting recessed from 8:34 to 8: 45 p.m.

Item 6B: Discussion, consideration and possible action on the review and adoption of the 2015-2023 Housing Element, including adoption of a negative declaration.

Mayor Cook opened the public hearing. Planning Director Goodison reported that the Housing Element was a required element of the City's General Plan and an important tool that the City used to plan for existing and future housing needs. The update retained the basic organization and policy directions contained in the 2009 Housing Element, refined the programs established in the earlier document, and added several new programs to comply with recent legislation. He said it would not necessitate any changes in land use designation or rezonings because the land inventory analysis found that existing development capacity was sufficient to meet projected housing needs. To promote public participation in the update process, surveys of the general public and the business community were performed, a community meeting was held, and a joint City Council / Planning Commission study session was conducted, along with separate public hearings before the Planning Commission and, now, the City Council. The Department of Housing Development (HCD) reviewed the draft document and found that it complied with State law, subject to minor revisions that were reviewed by the Planning Commission. At its meeting of January 22, 2015, the Planning Commission voted unanimously to recommend that the City Council adopt a finding of negative declaration with respect to environmental review, and adopt the updated Housing Element, including the revisions responding to HCD's comments.

Heather Hines and Karen Warner of the Metropolitan Planning Group further explained that the Housing Element was required to include 1) Updated housing and demographic information, including a review of population and employment trends, an analysis of household and housing stock characteristics, a comparison of household income and housing costs, and an analysis of "special needs" groups, such as farmworkers and the elderly. 2) An analysis of the City's fair share requirement for the provision of housing associated with the regional housing needs determination. 3) A detailed inventory and assessment of vacant and underutilized sites within city limits and the sphere of influence potentially suitable for housing development. 4) A review of progress in meeting the policies and implementation measures set forth in the existing Housing Element. 5) An analysis of constraints on housing production, including governmental and non-governmental restrictions. 6) Policies and programs, with numerical objectives, aimed at meeting local housing needs including the areas of production, conservation and rehabilitation. 7) A discussion of public participation in the update of the Housing Element.

Mayor Cook invited comments from the public. Fred Allebach stated the Council needed to address the issue of housing affordability. He suggested getting corporations to build affordable housing, having the County fast track development, bump up the Transient Occupancy Tax and dedicate it to affordable housing, adopt a real estate tax, and remove the vertical height limit.

Gary Hermes thanked the Council for their continued enforcement of the Mobilehome Park rent control ordinance. He stated that the State had suffered a tremendous loss of affordable housing due to the conversion of mobilehome parks to market rates.

Karla Noyes questioned how much affordable housing was needed and commented that along with it came additional traffic and increased water use. She did not like to see the area on Curtin Lane identified as a possible location for high-density housing because it was near an historical adobe structure.

Lin Marie deVincent stated that mobilehome owners were happy their concerns had been addressed. She would like to see a senior overlay zone established at some time in the future.

When there were no additional speakers, Mayor Cook closed the public hearing. Mayor Cook and Clm. Gallian commended staff for a job well done. It was moved by Clm. Edwards, seconded by Clm. Gallian, to adopt Resolution No. 10-2015 entitled A Resolution of the City Council of the City of Sonoma Adopting Findings of Negative Declaration With Regard to the 2015-2023 Housing Element

Update and Resolution No. 11-2015 entitled A Resolution of the City Council of the City of Sonoma Adopting the 2015-2023 Housing Element Update. The motion carried unanimously.

7. REGULAR CALENDAR – CITY COUNCIL

Item 7A: Discussion, consideration, and possible action to refer a new Street Name Signage Replacement program to the Design Review and Historic Preservation Committee for review.

Public Works Director/City Engineer Takasugi reported that recent regulations through the Federal Highway Administration (FHWA) mandated that all street signage meet certain retro-reflectivity standards and the City’s current street name signs did not meet that retro-reflectivity standard for headlight visibility. Staff viewed this as an opportunity to consider a new design for the City’s street name signs that would distinguish the City of Sonoma and create a sense of place. Takasugi stated that one of the Council’s 2014/15 Infrastructure Goals was to “Initiate Street signage replacement program to meet retro-reflectivity standards for headlight visibility” and \$25,000 was budgeted to begin the program. Staff was presenting this information to Council with a recommendation that they refer the Street Name Sign design study and concept options to the Design Review and Historic Preservation Committee for review and advisory recommendation to the City Council. Takasugi presented the design concepts that had been developed by local sign maker Bob Sanders.

The public comment period was opened and closed with none received. Councilmembers discussed the design aspects and indicated they favored the three-color brown signs with the historic arch and the bear with a very readable thick font.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

9. COUNCILMEMBERS’ REPORTS AND COMMENTS

CIm. Gallian announced the next North Bay Division meeting would be in Napa.

CIm. Hundley reported attendance at the Miss Sonoma County pageant.

Mayor Cook reported on the Library Advisory Board meeting.

Lead by CIm. Gallian, all sang Happy Birthday to Mayor Cook.

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

11. COMMENTS FROM THE PUBLIC

12. ADJOURNMENT

The meeting was adjourned at 9:50 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

**SONOMA CITY COUNCIL
SPECIAL MEETING**

**Wednesday March 25, 2015
2:00 p.m.**

***Emergency Operations Center (EOC)
175 First Street West
Sonoma CA 95476***

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



CITY COUNCIL GOAL SETTING WORKSHOP

MINUTES

1. CALL TO ORDER

Mayor Cook called the meeting to order at 2:00 p.m.

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

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann

2. GOAL SETTING WORKSHOP

City Manager Giovanatto facilitated the workshop leading Councilmembers through discussion of their individual stated goals and culminating in a blending of all goals into the categories of: City Character, Fiscal Management, Infrastructure, Policy & Leadership, Public Service and Community Resources, Water, and Housing. She explained that staff would use the results to put together a Council Goal document for Council review and approval at a future meeting.

Mayor Cook invited comments from the public. Fred Allebach spoke about sustainability and handed out a diagram illustrating the confluence of three constituent parts of sustainable development: Social, Economic, and Environment. He encouraged Council to utilize that method when considering issues and projects.

Charlotte Flynn, Community Center Board Member, stated that they hoped to continue to receive Tier 1 funding from the City and would be happy to assist Council if they decided to explore development or expansion of the community grant program.

3. ADJOURNMENT

The meeting was adjourned at 4:50 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: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval and ratification of the reappointment of Kari Ontko to the Cultural and Fine Arts Commission.

Summary

The Cultural & Fine Arts Commission consists of seven members and one alternate who serve at the pleasure of the City Council. Appointments are made when a nomination by the Mayor is ratified by the City Council.

Ms. Ontko has served on the Commission since April 1, 2009. Mayor Cook has nominated her for reappointment for an additional two-year term ending April 1, 2017.

Recommended Council Action

Approve and ratify the re-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: Kari Ontko via email



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval and ratification of the appointment of Mike Coleman to the Planning Commission.

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. A vacancy occurred on the Planning Commission in March when Mr. Matt Howarth completed his eight years and termed out.

Mayor Cook and Councilmember Edwards considered thirteen applicants for this appointment. Eight applicants were from the group that applied in January and requested that they be considered for this position. The five new applicants were interviewed last week.

Mayor Cook has nominated Mr. Mike Coleman for appointment to the Planning Commission for an initial 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:

Application of Mike Coleman

cc:

Mike Coleman via email



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4E

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval and ratification of the appointment of Oscar Mooneyhan 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.

Recently two vacant positions, one being the Alternate, were advertised and seven applications were received. Mayor Cook and Councilmember Agrimonti interviewed the applicants on March 30 and Mayor Cook has nominated Oscar Mooneyhan 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: Oscar Mooneyhan, via email



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4F

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval and ratification of the appointment of Inge Hutzel 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.

Recently two vacant positions, one being the Alternate, were advertised and seven applications were received. Mayor Cook and Councilmember Agrimonti interviewed the applicants on March 30 and Mayor Cook has nominated Inge Hutzel for appointment as the Alternate Commissioner 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: Inge Hutzel, via email



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4G

Meeting Date: 04/06/15

Department

Planning

Staff Contact

Associate Planner Atkins

Agenda Item Title

Adoption of a resolution approving an amendment to the Special Events Policy relating to exceptions to the limit on successive weekends in the Plaza.

Summary

The City's Special Events Policy, last updated in March 2015, provides rules and processes utilized by staff and the Community Services and Environment Commission (CSEC) in relation to Special Events. Since the last update the CSEC requested that the Celebration of Mexican Independence Day event be added to the list of events that may be granted an exception to the limitations placed on events on successive weekends in the Plaza

Insert into Appendix A. PLAZA PARK RESTRICTIONS, REQUIREMENTS AND GUIDELINES, Page 12 of the policy:

(additional language indicated by underlining)

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 and cultural recurring special events: The Ox Roast, Hit the Road Jack, Flag Day Celebration, Fourth of July Celebration, ~~and~~ the Valley of the Moon Vintage Festival, and the Celebration of Mexican Independence Day.

Recommended Council Action

Adopt the resolution adopting the updated Special Events Policy.

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:

Resolution
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

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. 07-2015 is hereby rescinded in its entirety.

The foregoing Resolution was duly adopted this day 6th day of April 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

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 **and cultural** recurring special events: The Ox Roast, Hit the Road Jack, Flag Day Celebration, Fourth of July Celebration, the Valley of the Moon Vintage Festival **and the Celebration of Mexican Independence Day**.

- b. The Plaza Horseshoe Lawn shall not be available for active use, such as, but not limited to, tents, booths, 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.
- d. No tents (greater than 100 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.
- 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.
- 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. Hours of Operation

- a. Special Events shall be limited to the following hours of operation, unless specifically approved by the CSEC:



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4H

Meeting Date: 04/06/2015

Department

Planning

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Approval of a lease for the upgrade and re-use of the Maysonnave Cottage (289 First Street East).

Summary

Since February of 2012, when the City Council declined to proceed with its demolition, the Council has been exploring alternative uses of the cottage on the Maysonnave property as a means of facilitating its renovation and continued preservation. Because the renovations required to upgrade the building to a public use standard are cost-prohibitive (estimated at as much as \$700,000), the focus has been on approaches enabling the cottage to be used in a manner that would justify the cost of upgrading it, while maintaining compatibility with neighboring uses. To provide an opportunity for those interested in making use of the cottage to make specific proposals, the City Council directed staff to circulate a request for proposals (RFP) for the re-use of the Maysonnave Cottage. Ultimately, only one proposal was submitted, from Benchmark/Hoover, which calls for a twenty-year lease of the property 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 voted 5-0 to approve the proposal in concept and to direct staff to negotiate a lease. Due to the unusual nature of the proposal the lease negotiations were lengthy and complicated and, in December of 2014, the Council was asked to provide direction on an issue pertaining to the potential added cost of renovating the structure in the event that the payment of prevailing wage is required. (The Council provided direction to the effect that the City would reimburse the Lessee for the cost difference in an amount not to exceed \$22,500.) Once that issue was resolved, City staff and Benchmark/Hoover were able to complete negotiations on the lease, which is now presented to the City Council for approval.

Recommended Council Action

Authorize staff to execute the lease.

Alternative Actions

Council discretion.

Financial Impact

Although Benchmark/Hoover would be responsible for upgrading the cottage to a residential standard, the lease has short-term and long-term cost implications for the City. In summary, short-term expenses to date amount to approximately \$13,000 (demolition of barn, upgrade of electrical service). Construction the ADA sidewalk connection could cost another \$10,000. The only source to fund these expenses is the City's Special Projects Fund. In comparison, it is likely that demolishing the cottage and barn would cost as much as \$30-\$50,000, so the City faces short-term costs no matter what. In the long-term, at the termination of the 20-year lease, the City will have collected \$97,000 plus 1% of vacation rental income that would be reserved for the upgrade the cottage to public use. While this task would be further assisted in that Benchmark/Hoover would have upgraded the cottage to a residential standard, substantial additional funding would be needed to implement the required improvements associated with bringing the building to a public use standard.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals:

The identification and implementation of a method of preserving and upgrading the Maysonave Cottage is not directly related to any of the Council's adopted goals.

Attachments:

1. Draft lease
-

cc: Benchmark/Hoover
League for Historic Preservation
Joe Costello
James Fannuchi

LEASE

- Section 1. Premises
- Section 2. Term and Termination
- Section 3. Conditions Precedent to Lease of Premises
- Section 4. Rental Terms
- Section 5. Use
- Section 6. Alterations
- Section 7. Possession
- Section 8. Insurance
- Section 9. Default
- Section 10. Remedies
- Section 11. Maintenance and Repairs
- Section 12. Estoppel Certificate
- Section 13. Severability
- Section 14. Assignment or Subletting
- Section 15. Entry
- Section 16. Signs
- Section 17. Holding Over
- Section 18. Destruction and Condemnation
- Section 19. Indemnity
- Section 20. Reserved
- Section 21. Lessor's Right to Perform for Lessee
- Section 22. Notices
- Section 23. Attorney Fees
- Section 24. Legal Effect
- Section 25. Titles
- Section 26. Successors
- Section 27. Waiver
- Section 28. Services and Utilities
- Section 29. Entire Agreement
- Section 30. Taxes
- Section 31. Time of the Essence
- Section 32. Subordination
- Section 33. Governing Law
- Section 34. Sale of Premises by Lessor
- Section 35. Guarantee

This Lease (Lease) dated as of the ____ day of _____, 2015 is entered into by and between the City of Sonoma, a Municipal Corporation (Lessor), and Benchmark-Hoover LLC, a California Limited Liability Corporation (Lessee), hereinafter together referred to as the "Parties."

Section 1. Premises.

Lessor leases to Lessee and Lessee leases from Lessor that certain real property located at 289 East First Street, Sonoma, California, commonly known as APN # 018-131-26 and as more particularly described in **Exhibit A**, attached hereto and incorporated by reference (the "Premises").

Section 2. Term and Termination.

(a) The term of this Lease shall consist of the period commencing on the date of execution of this Lease (Commencement Date) and continuing until the earlier of (1) the 31st day of December 2035, or (2) the date of any termination of this Lease in accordance with the provisions hereof, including, should the Parties fail to meet the conditions listed in Section 3(a) below, June 30, 2016.

(b) This Lease shall be terminable by Lessor (i) immediately upon the occurrence of an Event of Default as provided in Section 9 of this Lease or (ii) in the Lessor's sole and absolute discretion upon ninety (90) days' written notice.

(c) If this Lease is terminated by the events described in Section 2(b)(ii) above, , Lessor shall reimburse Lessee for the unamortized value of all permanent structural Alterations to be the property of the Lessor upon termination hereof which are approved in advance by Lessor in accordance with Paragraph 6 (c)(2)(5) (Approved Costs). Said payment by Lessor to Lessee shall be made in accordance with the depreciation schedule set forth in **Exhibit B**, attached hereto and incorporated herein by reference.

Section 3. Conditions Precedent to Lease of Premises.

(a) The requirements set forth in this Section are conditions precedent to Lessor's obligation to lease the Premises to Lessee and Lessee's obligation to lease the Premises from Lessor. All such conditions must be fully satisfied by June 30, 2016, unless the Lessor and Lessee mutually agree in writing to a later date or Lessor, in its sole and absolute discretion, agrees in writing to waive any of these conditions precedent.

(1) The City of Sonoma has granted an easement to PG&E to install a new pole at the northeast corner of the Premises sufficient to carry 220v overhead electrical service from First Street East to the Premises; and

(2) The City of Sonoma has demolished the existing garage on the Premises and removed all demolition debris from the Premises; and

(3) Lessee has furnished evidence acceptable to Lessor of insurance coverage in the applicable types and amounts specified herein; and

(4) The Lessor has determined, in its sole discretion, that the Lessee has secured sufficient funding and/or funding commitments to rehabilitate the Premises in accordance with Lessee's obligations under this Lease and Use Permit; and

(5) There exists no condition, event or act which would constitute a Lessee Event of Default under this Lease, or which, upon the giving of notice or the passage of time, or both, would constitute a Lessee Event of Default.

(b) Should the City and/or the Lessee fail to meet all of the requirements listed herein by June 30, 2015, this Lease shall be automatically terminated, and the Lessor shall be under no further obligation to Lessee with respect to the Premises.

(c) The Lessee acknowledges that execution of this Lease by the Lessor does not constitute approval by the City of Sonoma of any required permits, applications, or allocations, and in no way limits the discretion of the City of Sonoma in the permit, allocation and approval process.

Section 4. Rental Terms.

(a) Lessee shall pay to Lessor, as Rent for the Premises for the Premises during the Term of this Lease, the sum of One Dollar (\$1.00) upon lease execution, payable in advance to Lessor; the sum of Three Thousand Dollars (\$3,000) annually, payable in advance to Lessor, on or before January 1st of each and every year during years two through four of the Term hereof; the sum of Four Thousand Dollars (\$4,000) annually, payable in advance to Lessor, on or before January 1st of each and every year during years five through eight of the Term hereof; the sum of Five Thousand Dollars (\$5,000) annually, payable in advance to Lessor, on or before January 1st of each and every year during years nine through twelve of the Term hereof; the sum of Six Thousand Dollars (\$6,000) annually, payable in advance to Lessor, on or before January 1st of each and every year during years thirteen through sixteen of the Term hereof; and the sum of Seven Thousand Dollars (\$7,000) annually, payable in advance to Lessor, on or before January 1st of each and every year during years seventeen through twenty of the Term hereof. Said annual Rent shall be in addition to all other amounts (including, without limitation, annual percentage of gross profits, if any, tax(es) such as transient occupancy, possessory interest, sales and use, business license, etc., and costs such as utilities and maintenance required to be paid by Lessee pursuant to the provisions of this Lease.

Rent Schedule Illustration:

\$1.00:

Lease's Commencement Date through December 31, 2016 = Year One

\$3,000:

January 1, 2017 through December 31, 2017 = Year Two

January 1, 2018 through December 31, 2018 = Year Three
January 1, 2019 through December 31, 2019 = Year Four

\$4,000:

January 1, 2020 through December 31, 2020 = Year Five
January 1, 2021 through December 31, 2021 = Year Six
January 1, 2022 through December 31, 2022 = Year Seven
January 1, 2023 through December 31, 2023 = Year Eight

\$5,000:

January 1, 2024 through December 31, 2024 = Year Nine
January 1, 2025 through December 31, 2025 = Year Ten
January 1, 2026 through December 31, 2026 = Year Eleven
January 1, 2027 through December 31, 2027 = Year Twelve

\$6,000:

January 1, 2028 through December 31, 2028 = Year Thirteen
January 1, 2029 through December 31, 2029 = Year Fourteen
January 1, 2030 through December 31, 2030 = Year Fifteen
January 1, 2031 through December 31, 2031 = Year Sixteen

\$7,000:

January 1, 2032 through December 31, 2032 = Year Seventeen
January 1, 2033 through December 31, 2033 = Year Eighteen
January 1, 2034 through December 31, 2034 = Year Nineteen
January 1, 2035 through December 31, 2035 = Year Twenty

(b) In addition to the Rent set forth in subparagraph (a) above, Lessee shall annually pay to Lessor the sum of One Percent (1%) of the gross profits of Lessee's operations at the Premises as shown in Lessee's Annual Profit and Loss Statement of the preceding 12-month period.

(c) Lessee shall provide to Lessor a copy of Lessee's Financial Statements, including but not limited to, a Profit and Loss Statement and Balance Sheet for Lessee's operations at the Premises, within forty-five (45) days of the first year's anniversary of Lessee's operations on the Premises and annually thereafter when the Rent is due. Lessor, in the sole discretion of the City Manager, or his/her designee, may require a financial audit of Lessee's operations once every three (3) years to be paid for 50% by City and 50% by Lessee.

(d) The installments of Rent specified herein shall be paid, without deduction or offset, and without prior notice or demand to Lessor, at the address identified in this Lease, or

such other address as Lessor may from time to time designate by written notice to Lessee. All amounts of money payable by Lessee to Lessor hereunder, if not paid within thirty (30) days of the date due shall be subject to a late charge of ten percent (10%) of the amount due which late charge shall be paid as additional rent by Lessee plus interest at ten percent (10%) per annum on the delinquent amount. Lessee further agrees to pay Twenty-Five Dollars (\$25.00) for each dishonored check.

Section 5. Use.

Upon completion of the Alterations of the Premises by the Lessee as set forth in Section 6 below, the Premises are to be used for the operation of a vacation rental cottage (Permitted Use) and no part of the Premises shall be used for any different purpose at any time except as expressly permitted by advance written permission of Lessor and as may be permitted by the issuance of a use permit by the City. Lessee shall not do or permit any act to be done that will increase the existing rate or cause cancellation of insurance on the Premises. Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any statutes, law, ordinances, regulations and rules now in force or which may hereafter be promulgated. Lessee shall at its sole cost and expense promptly comply with all statutes, laws, ordinances, regulations and rules and other requirements of all governmental entities that pertain to the occupancy or use of the Premises, and shall at all times maintain the Premises in a good order with all due care for the safety and cleanliness of the Premises. Lessee shall not use the Premises for the conduct of the Permitted Use or any other occupation of the Premises until completion of all Alterations set forth in **Exhibit C** have been completed, a use permit has been issued by the City of Sonoma, and a certificate of occupancy has been issued by Lessor.

Section 6. Alterations.

(a) Lessor and Lessee agree that the alterations described on **Exhibit C**, attached hereto and incorporated herein by reference, shall be completed at the expense of the party designated on **Exhibit C** (the Alterations). Lessee shall not make or suffer to be made any alterations, additions, or improvements, including the installation of fixtures, equipment, or signs in, upon or with respect to the Premises, without the advance written consent of Lessor, which consent may be withheld for any reason or no reason whatsoever in the sole judgment of Lessor. Any alteration to the Premises without the advance written consent of Lessor shall be a breach of this Lease and, at the option of Lessor, shall cause a termination of this Lease. Lessee shall keep the Premises and any improvements located thereon free and clear from any and all liens and claims arising out of any work performed, materials furnished or obligations incurred by or for the account of Lessee.

(b) All alterations, additions, and improvements, including the installation of fixtures, equipment, or signs in, upon or with respect to the Premises, shall be at the sole cost and expense of Lessee, including all design, construction, engineering, permitting, inspection and other costs and fees associated therewith. Unless Lessor shall indicate in writing at any time during the term of this Lease and except as set forth in **Exhibit E** hereof, any alterations, additions or improvements made or suffered to be made by Lessee with respect to the Premises shall on the

termination of the Lease become a part of the Premises and the property of Lessor. Upon written notice to Lessee, Lessee shall at its sole cost and expense forthwith and with all due diligence remove any alterations, additions or improvements made by or on behalf of Lessee which improvements were not approved by Lessor in accordance with Section 6(a) above. Upon removal of any alterations, addition, improvements, including the installation of fixtures, equipment, or signs in, upon or with respect to the Premises removed by Lessee pursuant to the terms hereof, Lessee shall forthwith and with all due diligence and at its sole cost and expense repair any damage to the Premises caused by such removal and restore the Premises to a broom clean and tenant ready condition.

(c) Any and all work to be performed by or through Lessee relating to the Premises shall be performed in accordance with the requirements set forth below:

- i. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to Lessor as required by this Lease, and shall comply with all applicable governmental permits, laws, ordinances and regulations, including the California Historic Building Code.
- ii. Before any repair, alteration, or work of construction is commenced on the Premises, and before any building materials have been delivered to the Premises by Lessee or under Lessee's authority, Lessee shall have complied with all the following conditions or procure Lessor's written waiver of the condition or conditions specified in the waiver:
 1. Deliver to Lessor for Lessor's approval three (3) sets of preliminary construction plans and specifications prepared by an architect or engineer licensed to practice as such in the State of California, all sufficient to enable potential contractors and subcontractors to make reasonably accurate bid estimates and to enable Lessor to make an informed judgment about the design and quality of construction and about any effect on the Premises or any other agreements which Lessor may have entered into relating to the Premises or the Property of which the Premises are a part. All works of improvement shall be performed only by contractors and sub-contractors licensed to perform said work in the state of California.
 2. All improvements shall be constructed within the exterior property lines of the Premises, except that required work beyond the Premises on utilities, access, and conditional use permit requirements does not violate this provision. Lessee shall deliver to Lessor, along with the plans and specifications, the certificate of the person or persons who prepared the plans and specifications waiving any right to a lien for preparing said plan and specifications.

3. Lessor shall communicate its approval or disapproval of the preliminary plans and specifications in the manner provided herein for notices.. Lessee shall not deliver working drawings to any governmental body for a building permit until preliminary plans are approved as set forth in this paragraph.
4. Lessee shall deliver to Lessor the written approval of the plans and specifications by the financial institution that shall have made the commitment for financing the construction, if any.
5. Lessee shall prepare final working plans and specifications and deliver one (1) complete set, together with a list of all changes from the preliminary plans previously approved by Lessor and a detailed bid for the costs of such Alterations, to Lessor for its review and possible approval. Lessor shall communicate its approval or disapproval of the plans and specifications and the proposed costs thereof (Approved Costs) in the manner provided herein for notices.
6. Lessee shall notify Lessor of Lessee's intention to commence a work of improvement on the Premises at least thirty (30) days before commencement of any such work or delivery of any materials. Lessor shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable law, and to inspect the Premises in relation to the construction at all reasonable times.
7. Lessee shall furnish Lessor with a true copy of Lessee's contract with the general contractor together with evidence of the general contractor's financial condition for Lessor's approval. The contract shall give Lessor the right but not the obligation to assume Lessee's obligations and rights under that contract if Lessee should default.
8. Lessor may disapprove of the contractor and/or the contract by notice given within ten (10) days following delivery of the copy of the contract.
9. Lessee shall deliver to Lessor true copies of all documents to evidence the commitment of financing, if any, for any construction. "Financing" includes both the construction (or interim) financing and the take-out (also called permanent or long-term) loan. Lessor may require by notice that no construction commence until the take-out financing is firmly committed but may disapprove the financing only if it violates an express provision of this Lease. No loan shall be secured by the Premises.

10. Lessee shall furnish Lessor payment and performance bonds naming Lessor as beneficiary. Said bonds shall be issued by a responsible surety company, licensed to do business in California, and approved by Lessor, and shall be in an amount not less than 100% of the estimated cost of the improvement and shall remain in effect until the entire cost of the work shall have been paid in full and the new improvements shall have been insured as provided in this Lease.
11. Lessee shall deliver to Lessor certificates and endorsements of insurance as set forth below with insurers with a Best rating of no less than A:XI:

A. Workers' Compensation Insurance to cover the employees of contractor and all subcontractors as required by the Labor Code of the State of California for all of the contractor/subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to Lessor.

Said Worker's Compensation policy shall have the following endorsement:

"All rights of subrogation are hereby waived against the City of Sonoma, its officers and employees when acting within the scope of their appointment or employment".

B. Commercial General Liability Insurance including personal injury and property damage insurance for all activities of the Lessee, the contractor and subcontractors arising out of or in connection with the Premises, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, X,C,U hazards, vehicle coverage and non- owned auto liability coverage in an amount no less than \$2 million dollars combined single limit personal injury and property damage for each occurrence.

Each such policy shall be endorsed with the following specific language:

(i) The City of Sonoma is named as additional insured for all liability arising out of the work performed by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property

damage or destruction arising in any respect, directly, or indirectly, in the performance of the contract.

(ii) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(iii) The insurance provided is primary and no insurance held or owned by the City shall be called upon to contribute to a loss.

(iv) The coverage provided by this policy shall not be canceled without thirty (30) days' prior written notice given to the City.

C. Certificates of insurance evidencing coverage for "builder's all risk."

D. Any deductible or self-insured retentions must be declared to and approved by the City in writing. At the option of City, insurer shall reduce or eliminate such deductible or self-insured retention as respects City, its officers and employees or Lessee and contractor shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

E. Lessee shall maintain, keep in force, and pay all premiums required to maintain and keep in force all insurance above at all times during which such work is in progress.

(d) Within one hundred eighty (180) calendar days after Lessee completes the conditions enumerated in paragraph (3)(c) above, Lessee shall complete construction of the Alterations set forth in **Exhibit C**. Failure, regardless of cause, to complete construction within said one hundred eighty (180) calendar day period shall, at Lessor's election exercised by notice, terminate this Lease. Completion of said Alterations shall be in compliance with any and all approval standards of Lessor as may be submitted in writing to Lessee as part of Lessor's approval of said work and shall meet the Secretary of Interior's Standards for Rehabilitation of Historic structures as respects any and all exterior improvement to the Premises and shall be in compliance with the City Planning Design Standards set forth in **Exhibit D**. Lessee shall at the conclusion of the work, provide to Lessor an accounting of actual costs for the Alterations.

(e) Lessee acknowledges that the Alterations to the Premises to be performed by Lessee may be considered a Public Work pursuant to Chapter 1 of Part 7 of Division 2 of the California

Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000 and therefore subject to the payment of prevailing wages to all workers engaged to perform said work. Lessee shall comply with all applicable laws with regard to same and shall defend, indemnify, hold harmless and defend (with counsel reasonably acceptable to Lessor) the Lessor against any claim for damages, compensation, fines, penalties or other amounts arising out of any failure or alleged failure of any person or entity (including the Lessee) to pay prevailing wages or comply with any applicable provisions of the Labor Code and implementing regulations. Without limiting the generality of the indemnification set forth in Section 19 below, the Lessee's obligation to indemnify under this Section shall be interpreted broadly to apply to any legal or administrative proceeding, arbitration, or enforcement action. Notwithstanding the foregoing, in the event that Lessee fails to comply with said prevailing wage laws and, as a result, is compelled by final court or administrative order to pay back wages, Lessor agrees to pay up to twenty two thousand five hundred dollars (\$22,500.00) of said back wages so ordered to be paid, but Lessor shall not be liable for or obligated in any way to pay and shall be indemnified by Lessee as set forth in Section 19 hereof for any other liability incurred by Lessee or Lessor (including but not limited to attorneys' fees, penalties, fines, interest, and damages) for Lessee's failure to comply with said prevailing wage laws. In the event that prevailing wage requirements are determined to apply, Lessor may, in its sole and absolute discretion, request a written prevailing wage compliance plan prior to Lessee's undertaking any work of improvement to the Premises and require Lessee to use a third-party recordkeeping/compliance firm for the purpose of establishing prevailing wage compliance. Said third party firm shall be at Lessee's sole cost and expense.

Section 7. Possession.

Lessee shall take possession of the Premises on the date all of the conditions precedent have been satisfied. Any delay in delivery of possession of the Premises to the Lessee shall postpone the commencement of Rent accordingly, but shall not otherwise affect this Lease.

Section 8. Insurance.

(a) Lessee agrees to and shall at its own cost and expense procure and maintain during the entire Lease Term the following insurance:

(1) **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal injury with limits no less than **\$2,000,000** per occurrence.

(2) **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease. Said Worker's Compensation policy shall have the following endorsement:

"All rights of subrogation are hereby waived against the City of Sonoma, its officers and employees when acting within the scope of their appointment or employment".

(3) **Property insurance** against all risks of loss to the Premises, any tenant improvements or betterments to the Premises, and any tenant contents, at full replacement cost with no coinsurance penalty provision.

(b) If the Lessee maintains higher limits than the minimums shown above, Lessor shall be entitled to coverage for the higher limits maintained. Such insurance coverages are to contain, or be endorsed to contain, the following provisions:

(1) For Commercial General Liability only, Lessor, its officers, officials, employees, and volunteers are to be **covered as additional insureds** with respect to liability arising out of ownership, maintenance, or use of the Premises.

(2) A waiver of all **rights of subrogation** against Lessor.

(3) A provision that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the Lessor.

(4) For Property insurance only, the policy shall **name the Lessor as Loss Payee** as its interests may appear.

(c) The Lessee's insurance coverage shall be **primary insurance** as respects the Lessor, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Lessor, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by Lessor, in writing.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Lessor, in writing. At the option of Lessor, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Lessor, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Lessor guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Verification of Coverage

Lessee shall furnish the Lessor with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. Failure to obtain the required documents prior to the date(s) required herein shall not waive the Lessee's obligation to provide them. The Lessor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required hereof, at any time.

Waiver of Subrogation

Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Lessor by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the Lessor has received a waiver of subrogation endorsement from the insurer.

Special Risks or Circumstances

Lessor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, value of the Premises or other special circumstances relating to additional activities which Lessee may wish to undertake at the Premises.

Without limiting the generality of the indemnification set forth in Section 19 below, Lessee shall release, defend and indemnify Lessor, its officials, employees, representatives and agents, from any claims for damage to any person or to the Premises, or to the Lessee's personal property contained therein caused by, or that result from, risks insured against under any insurance policies carried by Lessor and in force at the time of any such damage. Lessor shall not be liable to Lessee for any damage caused or any of the risks insured against under any insurance policy required by this Section.

Section 9. Default.

Each of the following shall be an Event of Default under this Lease:

- (a) If Lessee fails to make any payment required by the provisions of this Lease, when due;
- (b) If Lessee fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;
- (c) If the City's Building Official has determined the building on the Premises does not meet the Health and Safety Standards of the City in accordance with the provisions of the Sonoma Municipal Code and applicable state law, including the California Historic Building Code;
- (d) If Lessee vacates, abandons, or surrenders the Premises prior to the end of the Term; and
- (e) If all or substantially all of Lessee's assets are placed in the hands of a receiver or trustee, and that receivership or trusteeship continues for a period of thirty (30) days, or if Lessee makes an assignment for the benefit of creditors or is adjudicated a bankrupt, or if Lessee institutes any proceedings under any state or federal bankruptcy act by which Lessee seeks to be

adjudicated a bankrupt or seeks to be discharged of debts, or if any voluntary proceeding is filed against Lessee under any bankruptcy laws, and Lessee consents or acquiesces by pleading or default.

Section 10. Remedies.

Upon the occurrence of an Event of Default under this Lease by Lessee, Lessor is entitled at Lessor's option to the following:

- (a) to reenter and take exclusive possession of the Premises;
- (b) to collect immediately the present value of the unpaid Rent reserved for the entire term, or to collect each installment of Rent as it becomes due;
- (c) to continue this Lease in force or to terminate it at any time;
- (d) to relet the Premises for any period on Lessee's account and at Lessee's expense, including real estate commissions actually paid, and to apply the proceeds received during the balance of Term to Lessee's continuing obligations under this Lease;
- (e) to take custody of all personal property on the Premises and to dispose of the personal property and to apply the proceeds from any sale of that property to Lessee's obligations under this Lease;
- (f) to recover from Lessee the damages described in Civil Code § 1951.2(a)(1), 1951.2(a)(2), 1951.2(a)(3), and 1951.2(a)(4), the provisions of which are expressly made a part of this Lease;
- (g) to alter the Premises to make the Premises suitable for re-letting, all at Lessee's expense; and
- (h) to enforce by suit or otherwise all obligations of Lessee under this Lease and to recover from Lessee all remedies now or later allowed by law.

Any act that Lessor is entitled to do in exercise of Lessor's rights upon an Event of Default may be done at a time and in a manner deemed reasonable by Lessor in Lessor's sole discretion, and Lessee irrevocably authorizes Lessor to act in all things done on Lessee's account.

Section 11. Maintenance and Repairs.

Lessee acknowledges and accepts the Premises in its "as is" condition as of the Commencement Date and agrees and acknowledges that Lessor makes no representations or warranties, either express or implied, as to the condition of the Premises, the absence or presence of Hazardous Materials located thereon, or the fitness of the Premises for any particular purpose. Lessor shall not be responsible for the condition or repair of the Premises and Lessee agrees to

maintain the Premises, and all portions thereof, in good and safe condition, including, but not limited to, those items set forth in **Exhibit F**, attached hereto and incorporated herein by reference. Lessee promises to surrender the Premises at termination of this Lease in at least the same condition as after completion of the Alterations described in **Exhibit C**, except for normal wear and tear and except for changes authorized by Lessor and not required to be removed pursuant to the terms of this Lease.

Lessor and Lessee agree that the maintenance, repairs and services are to be furnished by the Lessee and that Lessor shall have no responsibility whatsoever for the maintenance and repair of the Premises unless specifically assumed by Lessor pursuant to the terms of this Lease. Lessee specifically waives the right to make, or cause to be made, any repairs or maintenance at Lessor's expense under any law, statute or ordinance now or hereafter in effect.

Lessee shall not cause, maintain or permit any nuisance in, on or about the Premises or commit or suffer to be committed any waste in or upon the Premises. Lessee shall not permit garbage or other refuse to accumulate or to gather in or about the Premises except in suitable covered garbage receptacles. All parts, equipment, garbage, refuse and other debris shall be stored or discarded in such a manner so as not to be visible by persons located off the Premises.

Section 12. Estoppel Certificate.

At any time within ten (10) days after written request by Lessor, Lessee shall execute, acknowledge, and deliver to Lessor, without charge, a written statement certifying that this Lease is unmodified and in full force or, if there have been modifications, that this Lease is in full force as modified. That statement shall also contain the date of commencement of this Lease, the dates to which the Rent and any other charges have been paid in advance, and any other information Lessor reasonably requests. It is acknowledged by Lessee that any statement may be delivered by Lessor to, and relied upon by, prospective purchasers, mortgagees, deed of trust beneficiaries, and assignees.

Section 13. Severability.

The invalidity of any portion of this Lease shall not affect the remainder, and any invalid portion shall be deemed rewritten to make it valid so as to carry out as near as possible the expressed intention of the parties.

Section 14. Assignment or Subletting.

(a) Except as permitted under its Use Permit, Lessee shall not assign the Lease or any interest hereunder, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any person other than the agents, employees and vacation rental customers of Lessee to occupy the Premises, or any portion thereof, without the prior written consent of the Lessor, which consent may be withheld for any reason or no reason whatsoever, it being expressly understood that the Rent to be paid hereunder is not a market rate Rent and that said Rent is expressly to compensate Lessee for the Alterations and improvements set forth in **Exhibit C**.

(b) Except as permitted under the Use Permit, Lessee shall notify Lessor in writing of its intent to assign or to sublease any portion of the Premises and Lessor shall have thirty (30) business days to grant or withhold its consent to such assignment or sublease. Lessor shall have the right to review and approve any assignment document or sublease relating to the Premises, or any portion thereof, and no notice of intent to assign or to sublease shall be considered delivered to Lessor in accordance with this Section unless said notice contains a full and complete copy of any assignment document or sublease. In the event that Lessor has not, on or before the thirty-first (31st) day after Lessor's receipt of Lessee's notice of intent to assign or to sublease, provided to Lessee written notice of its consent, such consent to assign or to sublease shall be presumed to be denied.

(c) Lessee will reimburse Lessor for any legal fees or for any other expense incurred as a consequence of any such assignment or sublease. Consent to one assignment or sublease shall not be deemed to be consent to any subsequent assignment or sublease. Any such assignment or sublease without Lessor's consent shall be void and shall, at the option of Lessor, be deemed to be an Event of Default under the provisions of this Lease. Notwithstanding any provision hereof to the contrary, neither this Lease nor any interest herein shall be assignable as to the interest of Lessee by operation of law, without the prior written consent of Lessor.

(d) Without limiting those instances in which Lessor may withhold consent to an assignment or subletting, Lessor and Lessee acknowledge that Lessor may in its absolute discretion withhold consent in the following instances:

- (i) if at the time consent is requested or at any time prior to the granting of consent, an Event of Default has occurred under this Lease;
- (ii) if, in the Lessor's sole and absolute discretion, the use of the Premises by the proposed assignee or sublessee would not be compatible with or comparable to the uses by Lessee as set forth herein or would entail alterations that would materially lessen the value of the leasehold improvements in the Premises;
- (iii) if, in the Lessor's sole and absolute discretion, it determines that circumstances warrant a consideration of the financial worth of a proposed assignee and the financial worth, in Lessor's absolute and sole discretion, does not meet the credit standards applied by Lessor for other Lessees under leases with comparable terms; or
- (iv) if, in the Lessor's sole and absolute discretion, it determines that under the circumstances of the proposed assignment or sublease, Lessee will be unjustly enriched by the financial terms of the sublease in a manner to the detriment of Lessor in light of the below market rate Rent set forth herein.

(e) Irrespective of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligation, or alter the primary liability of Lessee, to pay the Rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of Rent by Lessor from

any other person shall not be deemed to be a waiver by Lessor of any provision hereof. In the event of default by an assignee of Lessee or any successor of Lessee in the performance of any of the terms hereof, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against such assignee or successor.

Section 15. Right of Entry.

(a) Lessor shall have the right of access to the Premises at all reasonable times (without notice) to inspect the work of rehabilitation to determine that the same is in conformity with the requirements of this Lease or to carry out any building management or business purpose in or about the building, without any abatement of rent. The Lessee acknowledges that Lessor is under no obligation to supervise or to inspect the progress of rehabilitation or its operations and management of the Premises, and the Lessee shall not rely upon Lessor therefore.

(b) Lessor hereby grants a right of entry to the Premises to the Lessee for the sole purposes of performing surveys, testing or to procure bids which require access to the Premises (the "Temporary Right of Entry"). The Lessee agrees at all times to keep the Premises free and clear of all liens, encumbrances, and clouds upon title that could result from the exercise of the Temporary Right of Entry. Any preliminary work by the Lessee shall be undertaken only after securing the insurance required under Section 8 above and all necessary permits from the appropriate governmental agencies. In addition, in the event that the Lessee causes any damage to any portion of the Premises, the Lessee shall promptly restore the Premises as nearly as possible to the physical condition existing immediately prior to the Lessee's entry onto the Premises.

(c) Without limiting the generality of the indemnification set forth in Section 19 below, the Lessee agrees to indemnify, defend (by counsel reasonably satisfactory to the Lessor), and hold the Lessor harmless against all claims, including but not limited to mechanics' liens and personal or property damage, arising from the entry of the Lessee or its agents, employees, contractors or subcontractors onto the Premises, or created as a result of the exercise of this Temporary Right of Entry. The Lessee further agrees that all survey and testing work performed pursuant to this Temporary Right of Entry shall be made at the Lessee's sole cost.

Section 16. Signs.

Lessee shall not place or permit to be placed in, upon, about, or outside the Premises any sign, notice, banner, or display of any kind, without the prior written consent of Lessor.

Section 17. Holding Over.

This Lease shall terminate without further notice at the expiration of the Term. Any holding over shall not constitute a renewal or extension. If Lessee remains in possession of the Premises or any part thereof after the termination of the Term of this Lease without the express written consent of the Lessor: (1) such occupancy shall be deemed a tenancy from month-to-month with rent payable at the rate of Two Thousand Dollars (\$2,000) per month, plus all other charges payable hereunder and upon all the terms applicable hereof; and (2) Lessee shall defend,

hold harmless and indemnify Lessor from all liability and expense resulting from the delay or failure to surrender, including without limitation, claims made by any succeeding lessee or occupant founded on or resulting from Lessee's surrender.

Section 18. Destruction and Condemnation.

(a) If the Premises are damaged to an extent that cannot be lawfully repaired within sixty (60) days after the date of damage, this Lease may be terminated by written notice of either party. If the Premises are capable of being repaired within said sixty (60) day period, or if this Lease is not terminated in accordance with this provision, Lessor shall proceed with repairs as necessary, subject to a proportionate reduction in the Rent based on the extent to which the damage and repairs shall interfere with the business of Lessee on the Premises. In case of damage to one-third (1/3) or more of the building on the Premises, Lessor may elect to terminate this Lease, regardless of whether the Premises may be repaired within said sixty (60) day period. Lessee waives the benefits of Civil Code §§ 1932(2) and 1933(4).

(b) If all or any portion of the Premises are condemned or are transferred in lieu of condemnation, Lessor or Lessee may, upon written notice given within sixty (60) days after the taking or transfer, terminate this Lease. Lessee shall not be entitled to share in any portion of the award, and Lessee expressly waives any right or claim to any part of the award. Lessee shall, however, have the right to claim and recover, from the condemning authority only, but not from Lessor, any amounts necessary to reimburse Lessee for the cost of removing the personal property of Lessee.

(c) If the City of Sonoma is the condemning authority, , Lessee acknowledges that the City's rights of eminent domain are in addition to, and may be exercised instead of, Lessor's rights to terminate this Lease pursuant to Section 2(b).

Section 19. Indemnity.

(a) Lessee shall indemnify, defend and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises or from any activity, work, or other thing done, permitted or suffered by the Lessee in or about the Premises and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any act or negligence of the Lessee, or any officer, agent, employee, contractor, guest, or invitee of Lessee, and from and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and, in any case, any action or proceeding brought against Lessor by reason of any such claim, Lessee upon notice from Lessor shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessor or its agents shall not be liable for any damage to property entrusted to Lessee's employees, nor for loss or damage to any property by theft or otherwise, nor for any injury to or damage to persons or property resulting from Lessee's use of the Premises.

(b) Lessee agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Premises in violation of any law or regulation and Lessee shall indemnify and hold harmless Lessor, its officers, agents and employees from and against any and all losses, liabilities, claims and/or costs and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys' fees, and consulting, engineering and construction costs) arising from or as a result of a breach of this warranty and representation or as a result of the, disposal, storage, generation or release on the Premises at any time during the term of this Lease of any Hazardous Materials, except to the extent caused by the gross negligence or willful misconduct of Lessor or any Lessor indemnitee regardless of whether such liability, cost or expense arises during or after the Lease Term. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Premises due to Lessee's use and occupancy thereof, Lessee, at Lessee's expense, shall clean all property affected thereby to the satisfaction of Lessor and any governmental body having jurisdiction thereover.

As used in this paragraph, "Hazardous Material" shall mean any substance, chemical or waste that is identified as hazardous material, hazardous substance, hazardous waste or toxic substance in any federal, state or local law or regulation. Lessee acknowledges that Lessee is not looking to or relying upon Lessor to disclose any matters which Lessor might be required to disclose under California Health and Safety Code Section 25359.7 and that all such matters have been investigated by Lessee to Lessee's satisfaction. In this regard, Lessee specifically waives any and all rights it may have pursuant to the provisions of California Health and Safety Code Section 25359.7.

(c) The indemnifications provided pursuant to this Section 19 shall survive the termination of this Lease.

Section 20. Reserved

Section 21. Lessor's Right to Perform for Lessee.

If Lessee fails to perform any obligation under this Lease, Lessor shall be entitled to make reasonable expenditures to cause proper performance on Lessee's behalf and at Lessee's expense. Lessee promises to reimburse Lessor for any expenditures within ten (10) days after written notice from Lessor requesting reimbursement, and failure of Lessee to make the reimbursement shall be deemed to be a default the same as a failure to pay an installment of Rent when due. All obligations of Lessee to pay money are payable without abatement, deduction, or offset of any kind.

Section 22. Notices.

All notices, payments, or other communications by either party to the other under this Lease shall be deemed to have been given on the date of service if served personally or on the second business day after mailing if mailed to the party to whom notice is to be given by first class mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Lessor: City of Sonoma
No. 1 the Plaza
Sonoma, CA 95476
ATTN: City Manager

To Lessee: Benchmark-Hoover LLC
289 First Street West
Sonoma, CA 95476-

Either party may change its address by providing written notice to the other as provided herein.

Section 23. Attorney Fees.

In any action or proceeding by either party to enforce this Lease or any provision of this Lease, the prevailing party shall be entitled to recover reasonable attorney fees and all other costs incurred.

Section 24. Legal Effect.

All obligations of Lessee are expressly made conditions of this Lease, any breach of which shall, at the option of Lessor, terminate this Lease. The parties agree that nothing in this Agreement is intended or shall be construed to create or reflect any form of partnership or joint venture between the Parties. Lessee shall at no time represent itself as an agent, employee, or representative of Lessor.

Section 25. Titles.

The titles or headings to paragraphs shall have no effect on interpretation of provisions.

Section 26. Successors.

The provisions of this Lease shall apply to and bind the heirs, successors, and assigns of the parties.

Section 27. Waiver.

Any waiver given hereunder by Lessor must be in writing and shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition herein waived. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted, irrespective of Lessor's knowledge of such preceding breach at the time of the acceptance of such rent. The failure of Lessor to enforce a provision of this Lease shall not be deemed a waiver for any purpose.

Section 28. Services and Utilities.

Lessee shall provide gas, electricity, heating, water, telephone, cable, garbage and janitorial services to the Premises at Lessee's sole cost and expense. Lessor shall not be liable for, and Lessee not be entitled to any reduction of rent by reason of the unavailability of any utility service to the Premises.

Section 29. Entire Agreement.

This Lease, together with each attached exhibits, shall constitute the entire agreement of the parties, and may be modified only by a writing signed by the parties.

Section 30. Taxes.

Lessee shall pay all personal property taxes assessed against the Lessee's property located on the Premises. Notice is hereby given pursuant to California Revenue and Taxation Code Section 107.6 that the interest granted to Lessee pursuant to this Lease to occupy the Premises may create a possessory interest in Lessee subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

Section 31. Time of the Essence.

Time is of the essence in the performance of Lessee's obligations under this Lease.

Section 32. Subordination.

This Lease, at Lessor's option, shall be subordinate to the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part by Lessor, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions; provided, however, that as to the lien of any deed of trust or mortgage, Lessee's right to quiet possession of the Premises shall not be disturbed if Lessee is not in default and so long as Lessee pays the Rent and observes and performs all of the provisions of this Lease, unless this Lease is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground Lessor elects this Lease to be in senior priority to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Lessee, this Lease shall be deemed senior to that mortgage, deed of trust, or ground lease, whether this Lease is dated prior or subsequent to the date of that mortgage, deed of trust, or ground lease or the date of recording.

Section 33. Governing Law.

This Lease shall be governed by and construed in accordance with California law. Venue shall be in the County of Sonoma.

Section 34. Sale of Premises by Lessor.

In the event of any sale of the Premises, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties and their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Lessor under this Lease.

Section 35. Guarantee.

By execution hereof, the undersigned principals of Lessee hereby absolutely and unconditionally, jointly and severally, and personally guarantee to Lessor the full, faithful, and timely performance by Lessee of this Lease, and any modifications thereof. If Lessee shall default at any time in the performance of any covenant or obligation under this Lease, then the undersigned Guarantors, at Guarantors expense, shall on demand by Lessee fully and promptly perform all covenants and obligations to be performed by Lessee pursuant to this Lease.

The parties have executed this Lease on the date first written above.

Lessee:

Benchmark-Hoover, LLC,
a California Limited Liability Corporation

Attest:

By: _____

(Attach Notary Certificate)

Lessor:

City of Sonoma, a Municipal Corporation

Attest:

By: _____
Carol Giovanatto, City Manager

Gay Johann, City Clerk

(Attach Notary Certificate)

EXHIBIT A
Premises (to be inserted)

EXHIBIT B
Amortization Schedule

In the event of termination of the Lease by the Lessor in accordance with Section 2 hereof, Lessor shall reimburse Lessee for Approved Costs (but in no event more than actual costs) in accordance with the schedule identified below

Termination Year	Percentage of Actually Expended Approved Costs to be Reimbursed
Year 1	100%
Year 2	95%
Year 3	90%
Year 4	85%
Years 5-8	65%
Years 9-12	40%
Years 13-16	20%
Year 17	15%
Year 18	10%
Year 19	5%
Year 20	1%

EXHIBIT C
Alterations to be completed by Lessee (Benchmark-Hoover, LLC)

Lessee Alterations:

Lessee will, at Lessee's sole cost and expense, complete the following Alterations in accordance with the City Planning Design Standards and the Secretary of Interior's Standards for Rehabilitation of Historic Structures:

Alterations

"Life Safety" structural reinforcements to the building on the Premises in conformance with International Building Code (IBC) and/or California Building Code (CBC) regulations as modified/applied by the California Historic Building Code. All work is subject to the review and approval of the Lessor's Chief Building Official.

ADA Parking and Building Improvements:

Lessee will construct a new Parking Area on the Premises. Lessee will install all improvements upon and in the Premises necessary to comply with the accessibility requirements of state and federal law, including, but not necessarily limited to, installation of permanent handicapped accessible parking spaces, access ramps, and paths of travel from the Parking Area to the Building.

Lessee will modify all entrances to the Building, including the front porch, to provide for disabled accessibility as required by state and/or federal law.

Windows:

Lessee will replace exterior windows of the Building with wood double-hung windows as determined necessary for weather tightness.

Exterior of the Building:

Lessee will repair or replace the exterior of the Building as necessary to render the structure weather tight while retaining its original architectural design. Lessee shall repaint the exterior in colors chosen by Lessee and approved by Lessor.

Lessee will make all necessary repairs to the Building's front porch including, if necessary, replacement or new construction.

Lessee will construct and install a new gate and entry fence to the Premises.

Lessee will construct a new wood terrace appurtenant to the Building accessible from the kitchen and master bedroom.

Lessee will install and maintain in good working condition at all times exterior safety/security light fixtures in an amount to be determined by Lessor at the exterior of the Premises and at locations to be determined by Lessor.

Trash Enclosure:

Lessee will install or provide a trash enclosure to accommodate (___) fifty (50) gallon trash cans, or of sufficient capacity as needed to accommodate the demand.

Parking Area:

Lessee will install a Parking Area on the Premises with sufficient parking to accommodate the Building's highest occupancy as permitted in the Use Permit. .

Plumbing & Electrical:

Lessee will inspect and make any and all necessary repairs and or replacements/upgrades to the plumbing and electrical systems on the Premises from the location of the meters to and throughout the interior of the structure.

Signage:

Lessee shall be responsible for the installation of all signage.

Building Interior:

Lessee will repair or replace all damaged or deteriorated interior dry wall and insulate all interior and exterior wall spaces, including the roof and floor.

Lessee will be responsible for any repainting of the interior of the structure.

Lessee will replace the floor covering throughout, including the replacement of underlayment where necessary. Lessee will install hardwood flooring throughout the entire structure, except for the bathroom.

Lessee will replace floor covering and plumbing fixtures in the bathroom, including the replacement of underlayment and pipe where necessary. Lessee shall install a period design ceramic tile floor.

Exhibit D
City Planning Design Standards

EXHIBIT E
Alterations to be Property of Lessee on Termination

The following alterations, additions, improvements, including the installation of fixtures, equipment, or signs in, upon or with respect to the Premises shall remain the property of Lessee upon termination of this Lease (excepting Termination for Default) and may be removed by Lessee at its sole cost and expense.

Furnishings and personal property.

EXHIBIT F

Maintenance Responsibilities of Lessor and Lessee

Lessor Responsibilities

Maintenance of electrical and water/plumbing services from the public street to the meter. Lessor shall not be responsible for maintenance of these services from the meters to the building.

Driveway and sidewalk areas, excluding any Lessee-constructed sidewalks, parking pads, or pathways.

Lessee Responsibilities

All necessary general structural repairs to the Building and any appurtenant structures thereto (including but not limited to the front porch and exterior wooden terrace).

Repairs and/or installation of all accessibility improvements to the Building and parking area as required for ADA compliance.

Maintenance and structural repair of Building exterior, including roof, windows and doors, weatherproofing, and painting of exterior of structure to insure weather tightness and aesthetics; repair and maintenance of all roofing material and roof structural members; including maintaining a weather tight structure at all times.

All interior and exterior accessibility improvements installed by Lessee.

All electrical wiring inside the building on the Premises.

All fixtures on the interior of the building on the Premises, including plumbing and bathroom fixtures, all interior surfaces of walls, drywall, paneling, paint, carpet, floor coverings, and all electrical fixtures windows, plate glass, doors, and ceilings,

Maintenance and repair of all plumbing and drain, waste and vent piping within the building, including all fixtures.

Maintenance and repair of all electrical, gas, and water systems from the meters into the Building.

Installation, maintenance, and repair of all phone, cable or other wiring systems within the Building.

Installation, maintenance, and repair of a Trash enclosure and all Trash and recycling collection receptacles and services.

Installation, maintenance, and repair of all Lessee-installed landscape improvements, including watering systems and the mowing of all lawns, trimming of all bushes and plant materials, and replacement of planting materials.

Maintenance and repair of all Heating, Ventilating and Air Conditioning supply unit(s), any ducting, electrical, or other Heating, Ventilating and Air Conditioning system components.

Maintenance and repair and/or replacement of all Heating, Ventilating and Air Conditioning system components other than the Heating, Ventilating and Air Conditioning supply unit(s) itself/themselves, including, but not limited to electrical components and ducting.

Lessee shall provide all janitorial-related services.

Maintenance and repair and/or replacement of all interior and exterior lighting systems on the Premises.

Lessee shall remove or paint over all graffiti which may be placed on the Premises during the Term of this Lease within 48 hours of the application of said Graffiti.

Any additional services required to maintain the health and safety of the users on or about the Premises, and the associated costs thereof, will be the sole responsibility of the Lessee.

All other items of maintenance not specifically assumed by Lessor pursuant to the terms of this Lease.



CITY OF SONOMA
City Council/Successor Agency
Agenda Item Summary

City Council Agenda Item: 5A

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the portions of the Minutes of March 16 and March 25, 2015 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: 04/06/2015

Department

Planning

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Discussion, consideration and possible action on an amendment to the Municipal Code establishing a review and licensing process for limited short-term rentals within owner-occupied single-family residences.

Summary

The City Council, at its meeting of August 18, 2014, held a discussion on the current rules regarding vacation rentals and the enforcement of those rules. While the City Council agreed that it did not wish to change the current restrictions on vacation rentals (meaning the short-term rental of a residential unit, with no owner-occupancy), a majority of the Council expressed interest in establishing a new category of short-term rental that would include the following limitations and characteristics:

- Limited to owner-occupied, single family residences.
- Limited to a single-room.
- Property owner to remain on-site.
- Restrictions on the frequency of rentals.
- License rather than use permit.

As directed by the City Council, staff prepared a draft ordinance that would establish an allowance for limited room rentals within single-family homes through a licensing process administered by the Planning Commission. This ordinance was reviewed by the Planning Commission at its meetings of November 13, 2014 and March 12, 2015. In the course of its review, the Planning Commission made a number of modifications to the draft ordinance aimed at further providing for compatibility with residential uses and ensuring the safety of guests. A revised draft ordinance, reflecting the changes made by the Planning Commission, is attached. However, notwithstanding the revisions that were made to the draft ordinance, the Planning Commission ultimately recommended against its adoption on a vote of 4-2 (Comms. Cribb and Wellander dissenting). The minutes/meeting notes for the Planning Commission hearings are attached.

Recommended Council Action

A majority of the Planning Commission has recommended to the City Council against adopting an ordinance that would allow for Boarding Rooms.

Alternative Actions

Council discretion.

Financial Impact

If the Development Code were amended to establish an allowance for Boarding Rooms, the City would receive Transient Occupancy Tax from any such use (payments to the Tourism Improvement District would also be made). However, such an allowance would also necessitate increased enforcement efforts on the part of staff. Staff does not have estimates of either the revenues or the costs potentially associated with this allowance, as they are too speculative to quantify.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

1. Draft Ordinance
2. Minutes of the November 13, 2014 Planning Commission meeting
3. Draft minutes of the March 12, 2015 Planning Commission meeting
4. Correspondence

Alignment with Council Goals:

Amending the Municipal Code to establish a review and licensing process for limited short-term rentals within owner-occupied single-family residences is not directly related to any of the Council's adopted goals.

cc: Boarding Room License mailing list (via email)

SUPPLEMENTAL REPORT

Discussion, consideration, and possible action on an amendment to the Municipal Code establishing a review and licensing process for limited short-term rentals within owner-occupied single-family residences

For the City Council Meeting of April 6, 2015

Background

The City Council, at its meeting of August 18, 2014, held a discussion on the current rules regarding vacation rentals and the enforcement of those rules. While the City Council agreed that it did not wish to change the current restrictions on vacation rentals (meaning the short-term rental of a residential unit, with no owner-occupancy), a majority of the Council expressed interest in establishing a new category of short-term rental that might encompass the following characteristics:

- Limited to owner-occupied, single family residences.
- Limited to a single-room.
- Property owner to remain on-site.
- Possible restrictions on the frequency of rentals.
- License rather than use permit.

This option, if implemented, would be responsive to several persons that staff has made contact with as a result of enforcement efforts, who have stated that they rent out rooms on an occasional basis in order to offset housing costs and to make ends meet. However, in evaluating whether to allow for this activity, careful consideration must be given as to how such regulations would be monitored and enforced. As noted in the City Council meeting minutes, while some members of the public supported an allowance for limited room rentals, others were concerned that this activity would introduce tourism into neighborhoods in an incompatible manner and lead to the erosion of residential character.

Planning Commission Review

As directed by the City Council, staff prepared a draft ordinance that would establish an allowance for limited room rentals within single-family homes through a licensing process administered by the Planning Commission. This ordinance was reviewed by the Planning Commission at its meeting of November 13, 2014. In the course of discussing the item, several Commissioners expressed concern with regard to the basic concept in terms of impacts on residential character and skepticism as to whether enforcement would be adequate. Others wanted to see additional restrictions, but felt that the proposed option could be made workable in terms of avoiding potential neighbor impacts. Public testimony on the on the item was similarly varied, with many speakers expressing concern about the potential erosion of neighborhood character and adverse effects related to parking and noise, while others promoted the concept as a low-intensity activity that would provide a secondary source of revenue for lower income homeowners.

Based on comments received from the Planning Commission and members of the public, staff prepared an updated draft ordinance that was reviewed by the Planning Commission at its meeting of March 12, 2015. At that time, the Commission made additional modifications to the draft ordinance aimed at further providing for compatibility with residential uses and ensuring the safety of guests. A revised draft ordinance, reflecting the changes made by the Planning Commission, is attached. However, notwithstanding the revisions that were made to the draft ordinance, the Planning Commission recommended against its adoption on a vote of 4-2 (Comms. Cribb and Wellander dissenting). Those on the Planning Commission who voted against the Boarding Room allowance expressed a number of concerns:

- Increased traffic and parking demand in residential areas.
- Incompatibilities and conflicts with neighbors and overall residential character.
- The potential to create a disincentive to offer long-term room rentals, which is an already-allowed activity that addresses housing needs.

Further, the Commissioners who opposed the allowance suggested that residential areas should be protected from tourism-related activities and expressed concern that a boarding room allowance would not solve any pressing issue facing the City, but would instead introduce new problems and enforcement issues. In contrast, the two Commissioners who supported the concept, felt that the license process included safeguards to protect neighborhood character and avoid incompatibilities and that the allowance would help low-income home-owners who might benefit from an additional income opportunity.

Recommendation

A majority of the Planning Commission has recommended to the City Council against adopting an ordinance that would allow for Boarding Rooms.

CITY OF SONOMA

ORDINANCE NO. XX - 2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA AMENDING TITLE 5 AND TITLE 19 OF THE SONOMA MUNICIPAL CODE BY ESTABLISHING A LICENSING PROCESS FOR BOARDING ROOMS

The City Council of the City of Sonoma does ordain as follows:

Section 1. Boarding Room Licensing (Title 5).

Chapter 5.36, “Boarding Room” licensing is hereby established added to the Sonoma Municipal Code to read as set forth in Exhibit “A”.

Section 2. Amendments to “Zones and Allowable Uses” (Title 19, Division II) of the Sonoma Municipal Code.

A. Table 2-1 is amended to add “Boarding Room” as follows:

<i>Allowed Uses and Permit Requirements for Residential Districts (1)</i>			<i>Permit Required by District (2)</i>				<i>P</i> <i>Use permitted</i> <i>UP</i> <i>Use Permit required</i> <i>L</i> <i>License required</i> <i>—</i> <i>Use not allowed</i>		
<i>Land Use (1)</i>	<i>R-HS</i>	<i>R-R</i>	<i>R-L</i>	<i>R-S</i>	<i>R-M</i>	<i>R-H</i>	<i>R-O</i>	<i>R-P</i>	<i>Specific Use Regulations</i>
<i>Retail Trade and Services</i>									
<i>Art, Antiques, Collectible and Gift Sales</i>	—	—	—	<i>UP</i>	—	—	—	—	
<i>Artisan Shops</i>	—	—	—	<i>UP</i>	—	—	—	—	
<i>Bed and Breakfast Inns</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	—	—	—	—	—	<i>19.50.030</i>
<u><i>Boarding Rooms</i></u>	<u><i>L</i></u>	<u><i>L</i></u>	<u><i>L</i></u>	<u><i>L</i></u>	<u><i>L</i></u>	<u><i>—</i></u>	<u><i>—</i></u>	<u><i>—</i></u>	<u><i>SMC 5.36</i></u>
<i>Child Day Care Center</i>	—	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	<i>UP</i>	—	—	
<i>Notes:</i> 1. See SMC 19.10.050(C) regarding uses not listed. See Division VIII for definitions of the listed land uses. 2. New residential developments subject to the City’s Growth Management Ordinance (SMC 19.94). 3. Supportive and Transitional Housing shall be subject to those restrictions that apply to other residential dwellings of the same type in the same zone. For example, such housing structured as single-family is permitted in the RL and RS residential zones, whereas Supportive and Transitional housing structured as multi-family is limited to the RM and RH residential zones and the Mixed Use Zone.									

Section 3. Exemption from Environmental Review.

The amendments to the Municipal Code effected by this ordinance are exempt from environmental review pursuant to Section (b)(3) of title 14 of the California Code of Regulations, as it can be determined with certainty that the Ordinance does not increase residential density

or the intensity of use, as the standards adopted herein are consistent with otherwise allowable residential use and any activities that may exceed the residential character or environmental standards would be subject to further discretionary review.

Section 4. 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 XX day of XX 2015.

Chapter 5.36 Boarding Room Licensing

5.36.010 Purpose.

Boarding Room Licenses are intended to provide uniform and comprehensive regulations to ensure that the short-term rental of a room within a residence is conducted in a manner that is compatible with adjacent land uses and protects the character and quality of residential neighborhoods. The procedures of this Chapter provide for the review of the location and potential impacts of the Boarding Room to be licensed, to evaluate the compatibility of a prospective Boarding Room with surrounding uses, and to establish requirements and limitations to protect the character of residential neighborhoods.

5.36.020 Boarding Room Defined.

Boarding Room. For the purpose of this chapter, a "Boarding Room" shall be defined as follows: A bedroom within an owner-occupied detached single-family residence that is made available for rental of for periods of less than thirty days.

5.36.030 License Requirement.

No person shall operate a Boarding Room within the city limits without a valid Boarding Room License issued pursuant to this Chapter.

5.36.040 Applicability.

A Boarding Room License may only be granted within those zoning districts identified in Title 19, Division II (Zones and Allowable Uses) as allowing Boarding Rooms, subject to the approval of a License in compliance with the provisions of this Chapter.

5.36.50 Application Requirements.

An application for a Boarding Room License shall be filed and processed in compliance with SMC 19.52 Applications: Filing and Processing. In addition to the requirements specified in SMC 19.52, the submittal of a project narrative shall be required that fully describes controls for ensuring compliance with this Chapter and compatibility of the proposed activity with surrounding uses.

5.36.060 Application Review, Notice and Hearing.

Each Boarding Room License application shall be analyzed by the City Planner to ensure that the application is consistent with the purpose and intent of this Chapter and shall be circulated for comment to other City Departments as necessary. The Planning Commission shall conduct a public hearing on an application for a Boarding Room License. Notice of the public hearing shall be provided, and the hearing shall be conducted in compliance with Chapter 19.88 (Public Hearings).

5.36.070 Findings, decision.

Following a public hearing, the Planning Commission may approve or disapprove an application for a Boarding Room License. The Planning Commission shall record the decision and the findings upon which the decision is based. The Planning Commission may approve a Boarding License only if the Planning Commission first finds that:

A. The proposed Boarding Room License is consistent with the General Plan and the

- Development Code (SMC Chapter 19);
- B. The location and property characteristics of the proposed site are compatible with the existing and future land uses in the vicinity;
 - C. There is not an excessive concentration of Boarding Rooms, Vacation Rentals, and/or Bed and Breakfast Inns within the vicinity of the site; and
 - D. When implemented, the general operational requirements and standard conditions pertaining to Boarding Rooms and any site-specific conditions of approval sufficiently assure compatibility with neighboring uses and ongoing compliance with the requirements and limitations of this Chapter.

5.36.080 Site-specific Conditions of approval.

In approving a Boarding Room License, the Planning Commission may adopt any conditions of approval deemed necessary to achieve consistency with the General Plan and any applicable Specific Plan, compliance with the provisions and purposes of this Chapter, and any applicable provisions of the Sonoma Municipal Code, and the protection of the public health, safety, and/or welfare.

5.36.090 Operational Requirements and Standard Conditions.

All Boarding Rooms shall be subject to and operated in conformance with the following requirements and conditions:

- A. A Boarding Room shall only be operated within an owner-occupied single-family residence.
- B. No more than one Boarding Room per residence shall be allowed.
- C. The residence must be the principle residence of the property owner.
- D. An owner-occupant must be on-site when a Boarding Room is rented and in use, including overnight.
- E. A Boarding Room shall be occupied by no more than two persons. Non-registered guests shall be prohibited.
- F. A Boarding Room shall not be rented more than three times per month for periods not to exceed four nights (twelve nights per month total) and no more than 90 days per year.
- G. A Boarding Room shall not be allowed within a residence that is subject to an affordable housing covenant.
- H. A Boarding Room shall not be allowed within an accessory structure or a second unit.
- I. Transient Occupancy Tax and applicable payments to the Tourism Improvement District shall be paid in accordance with Chapter 3.16 of the Sonoma Municipal Code.
- J. A minimum of three off-street parking spaces shall be available on the site.
- K. A residence that includes a Boarding Room shall undergo an annual fire and life safety certification. Minimum requirements shall include an approved smoke detector and carbon monoxide detector, installation of an approved fire extinguisher in the residence, and the inclusion of an evacuation plan posted in the boarding room.
- L. Outdoor activities shall comply with Noise Ordinance (SMC 9.56).
- M. Special events and amplified music are prohibited in conjunction with the operation of a Boarding Room.
- N. Approval of the home-owners association is required for any Boarding Room proposed within a development having a home-owners association.
- O. Prior to commencing the use, a residence approved for a Boarding Room License shall be retrofitted with low-flow shower fixtures and toilets, to the extent that these fixtures are not already in place.
- P. Any on-line listing for a Boarding Room shall include: 1) the Business License number, 2) the property owner name and telephone number, and 3) requirements for the payment of

Transient Occupancy Tax and the Tourism Improvement District fee.

5.36.100 Boarding Room Registration Requirements.

- A. The property owner shall register the property as a Boarding Room with the City annually on a registration form furnished by or acceptable to the City Manager and signed by the Applicant under penalty of perjury. Each application shall contain the following information:
1. The name, address, and telephone number of the owner of the unit for which the Boarding Room Registration Certificate is to be issued.
 2. The name, address, and telephone number of the Owner of the unit.
 3. The address of the residential property proposed to be used as a Boarding Room.
 4. Evidence of a valid business license issued by the City for the separate business of a Boarding Room.
 5. Acknowledgement of receipt and inspection of a copy of all regulations pertaining to the operation of a Boarding Room.
 6. Such other information as the City Manager deems reasonably necessary to administer this Chapter.
- B. The registration of a Boarding Room shall be accompanied by proof of general liability insurance in the amount of one million dollars.

5.36.100 Expiration.

A Boarding Room License shall be exercised within six months from the final date of approval or the License shall become void, unless an extension is approved in compliance with SMC Chapter 19.56--Permit Implementation, Time Limits, Extensions.

5.36.120 Review and Termination.

A Boarding Room License may be reviewed and terminated by the Planning Commission in a public hearing at any time, subject to the notice requirements set forth in Chapter 19.88 (Public Hearings). A Boarding Room License may be terminated by the Planning Commission based on any of the following findings, supported by substantial evidence in the record:

- A. The licensee has failed to comply with the conditions of approval attached to the Boarding Room License; or
- B. The licensee has failed to comply with any of the requirements and limitations set forth in section 5.36.030; or
- C. The findings set forth in Section 5.36.080 can no longer be made with respect to the Boarding Room or the manner in which the Boarding Room has been or is being operated, based on specific evidence in the record that demonstrates that the Boarding Room is having significant adverse effects on the health, safety, or welfare of residences in its vicinity; or

5.36.130 Term and Renewal.

A Boarding Room License is valid for one year, after which it expires if not renewed prior to the completion of the one-year term. The annual renewal of a Boarding Room license shall be processed administratively and shall not be subject to a public hearing requirement, provided that staff finds that the applicant is in compliance with the conditions of approval associated with the license and all other requirements of this Chapter. Otherwise, the renewal of the license shall be referred to the Planning Commission for review, subject to the notice requirements set forth in Chapter 19.88 (Public Hearings). Notwithstanding the foregoing, said License shall not expire unless the City has given written notice to the licensee of the date of expiration and the

licensee fails to renew the License within thirty (30) days of receipt of said notice.

5.36.140 Licenses not Transferrable.

A Boarding Room License is limited to the property owner to whom it is granted. Only the licensee is permitted to engage in the activities described in the license and those activities may only occur on or at the premises described in the License. A Boarding Room License may not be transferred and is not transferrable. A Boarding Room License shall automatically expire upon sale or transfer of the property for which it was issued.

5.36.150 Fees.

Fees for an application for a Boarding Room License and for the annual registration of a Boarding Room shall be as established by the City Council, and amended from time-to-time, through the adoption of a Resolution.

Item # 5 – Public Hearing – Consideration of an amendment to the Development Code establishing a review and licensing process for limited short-term rentals within owner-occupied single-family residences.

Planning Director Goodison presented staff's report.

Chair Tippell opened the item to public comment.

Irene Morgan, resident, supports the boarding room concept, but feels the proposed four day per month limitation is too restrictive.

David Eichar, Sonoma Valley resident, questioned how owner occupancy would be determined. He noted that he owns a vacation rental outside of city limits and reviewed the County regulations that apply to vacation rentals.

Pat Collins, Air B&B operator, has not received any complaints from neighbors.

Suzie Hart, resident, TID Board, General Manager/Renaissance Lodge, is concerned with fire and life safety issues and does not support the plan for boarding room rentals.

Joe Henebel, Sonoma Valley B&B owner, is pleased with the discussion of this topic.

Jennifer Gray, resident, is concerned with co-existence with neighboring uses as in her view allowing boarding rooms could result in conflicts with other residential neighbors.

Bill Blosser, resident, envisioned problems with enforcement if the proposed boarding room concept is adopted.

Karen Peterson, resident/vacation rental manager, supports the new ordinance but suggested different limits on the number of days allowed.

Fran Knight, resident, is disappointed with the upsurge in vacation rentals and room rentals and is concerned about their effect on property values.

Chair Tippell closed the item to public comment.

Comm. Willers is concerned that an additional option for short-term rental would jeopardize the availability of long-term rentals, which are already in short-supply in Sonoma. He appreciated the work done on behalf of the City Council for this matter; however, he is not convinced that the basic concept is appropriate.

Comm. Felder favored reworking the draft ordinance and agreed with Comm. Willers about his concerns regarding the housing stock.

Comm. Roberson said that residents renting a room on a short-term basis to help with monthly expenses is beneficial and contributes to community diversity.

Comm. Edwards agreed with the concern that this could harm the availability of long-term rentals. He noted that it is already perfectly legal for a homeowner to rent out a room as a long-term rental and that those who need extra income have that option.

Comm. Howarth stated that he was not opposed to the concept but wanted more exploration on the subject.

Comm. Heneveld agreed that the issue needs to be further discussed.

Chair Tippell noted that the consensus of the Commission is that they are not ready to make a recommendation to the City Council at this time and that the item should return to the Planning Commission with additional information so that it may be discussed further.

Item #6- Study Session- Study session on a reviewed proposal to develop a mixed-use project (Sonoma Gateway Commons) at 870 and 899 Broadway.

Comm. Willers recused due to proximity and left the room. Comm. Cribb went to the dais.

Planning Director Goodison presented staff's report.

Chair Tippell opened the item to public comment.

Mike Pattison, BSA Architects, reviewed the revised concept and discussed changes made to address previous concerns.

Joanne Braun, 871 First St. West, is concerned with the limited parking in her neighborhood. She noted that the neighborhood had become denser with the development of the MacArthur Village project and that the area was subject to traffic generated by the High School and the Middle School. She is concerned that the tandem parking proposal may not work well.

Tom Anderson, resident, urged the Commissioners to support the proposal for the site as it moves forward through the process. In his view, the project is a good approach.

David Eichar, Sonoma Valley resident, is pleased with the removal of the hotel component but has concerns about the scale of some of the buildings, especially in relation to Broadway.

Lew Braun, 871 First St. West, is concerned about parking and the scale/height of the structures.

Jack Wagner, resident, is concerned with water and energy use in new construction and he encouraged the applicants to employ green building techniques.

Chair Tippell closed the item to public comment.

Comm. Roberson is skeptical of the tandem parking. He noted that the live-work concept has not previous been very successful in Sonoma. He is also concerned about the massing of some of the building elements, especially that of the culinary promenade.

Comm. Edwards asked whether delivery trucks would circle back through residential areas.

Comm. Howarth stated that he was glad to see that the abandonment of the valet parking concept. He agreed with Comm. Roberson about massing issues and questioned whether the third-story option provided for in the Development Code should apply to townhome development.

Notes from the Planning Commission of March 12, 2015

Item #2 – Public Hearing – Consideration of an amendment to the Development Code establishing a review and licensing process for limited short-term rentals within owner-occupied single-family residences.

Planning Director Goodison presented staff's report.

Comm. Felder confirmed with staff that there is no restriction prohibiting a homeowner from renting out a room in their home on a long term basis.

Chair Willers opened the item to public comment.

David Eichar, Sonoma Valley vacation rental owner, recommended that if the ordinance is changed to allow short-term rentals in a home that the property owner make sure there is adequate off street parking for guests. He noted that long-term renters have more rights than short-term renters. He wanted evidence of insurance before a license is issued and noted that it would be difficult to enforce the number of days that the home is rented. He suggested that the ordinance might impose a "means test", whereby a homeowner's annual income must be under a certain level in order from them to rent a room on a short-term basis.

Chair Willers closed the item to public comment.

Comm. Felder is concerned that short-term rentals will disturb the residential character of the community and reduce the supply of available rental housing stock. He opposes the concept. In his view, the advantages that this would provide to some individual property owners who would benefit from the allowance, do not outweigh these concerns.

Comm. Cribb supported the allowance for an amendment to the Development Code because it would provide an alternative lodging experience and would generate supplemental income for homeowners many of whom are seniors on a fixed income. He suggested incorporating some of the suggestions made by David Eichar into the revised ordinance. The license process provides safeguards to protect neighborhood character and avoid compatibility issues.

Comm. Heneveld felt the City faced more pressing issues such as water and affordable housing units for residents at the low and moderate income level.

Comm. McDonald said the discussion for allowing short-term boarding room rentals is an extremely important policy issue. He is concerned with its potential to change neighborhood characteristics for the worse. In his view, tourism-related activities should not intrude into residential neighborhoods and this allowance may not be consistent with the expectations of persons who purchase a single-family home. He is especially concerned about such an allowance in PUD's, since units are within a more constrained area than a typical single family home. He confirmed with Planning Director Goodison that a public hearing is required (500 ft. range notification) and the license is revocable.

Chair Willers is opposed to creating an economic incentive for residents to rent out a room on a short-term basis, rather than a long-term basis, as long-term room rentals have a clear community benefit. In addition, transient guest have a different impact on a neighborhood than long-term renters.

Comm. Cribb expressed the view that short-term room rentals should be allowed as long as safeguards are in place. In his view the level of activity would no greater than that of full occupancy of the residence with a household.

Comm. Wellander stated while he believes there is some merit in the concept, he is concerned about enforcement and ensuring that adequate safeguards are in place to protect residential character. In general, however, the revocation option provided by license process leads him to remain open the concept.

A discussion ensued on the pros and cons of the Boarding Room concept. A majority of the Commission opposed the idea based upon concerns about neighborhood compatibility and the protection of residential character, increased conflicts between neighbors, parking, and the potential for such a use to crowd out long-term room rentals, which are more beneficial in terms of meeting housing needs.

Planning Director Goodison asked the Planning Commission to provide direction on additional changes to the draft ordinance. Through a straw poll, a majority of the Commission agreed on the following revisions:

1. Parking: Minimum requirement of three spaces.
2. Insurance requirement.
3. Water retrofit requirement.
4. 90 day annual limit (to avoid year-around activity).
5. Carbon monoxide detector.
6. Home Owners Association sign off, when applicable.

The Planning Director noted that in addition to a recommendation regarding the overall concept, the draft ordinance will be revised and forwarded to the City Council.

Comm. Heneveld made a motion to forward to the City Council a recommendation against an amendment to the Development Code to allow a licensing process for limited short-term rentals within owner-occupied single-family residences. Comm. Felder seconded.

Roll call vote: Ayes: Chair Willers, Comms. Heneveld, Felder, McDonald and Wellander
Noes: Comm. Cribb opposed.

The motion was adopted 4-2 (Comms Cribb and Wellandar dissenting).

Prepared by David Eichar for Planning Commission Meeting of March 12, 2015, regarding short term rental of a room in a private residence.

On Airbnb, in Sonoma, there are 12 “private rooms” listed which would be impacted.

- 1 property type is listed as apartment
- 1 is a Townhome
- 1 is in a Condo unit

These would not be allowed under this amendment.

The rates range from \$88 to \$185 per night. Long term room rentals go for \$500 to \$800 per month. With a maximum of 12 nights rented per month, owners can make around 50% more per year with short term room rentals.

Another reason for renting short term instead of long term is that long term renters have certain rights as tenants, and if there is a problem, the owner has to go through the long and costly eviction process. With short term renters, you just need to call the police, who can remove the renter as a trespasser.

Parking: Some quotes from the Airbnb listings:

- “Free and easy parking on street”
- “There is a parking space for you in front of the property.”
- “Plenty of street parking though not in our driveway”

If the owner has 2 vehicles, the owner would park them in the 2 required off-street parking spaces.

It would be better to specify a requirement that there is adequate off-street parking for residents’ vehicles plus one space for the renter’s vehicle, with a minimum of 2 spaces.

In limiting number of boarding room licenses; I think you may need to be more specific than “There is not an excess concentration”. The B&B regulations state that you cannot have 2 next to each other.

Insurance is a big issue almost no one is talking about:

- Many insurance companies, such as State Farm, will not cover a short term rental, which means that if a renter injures themselves in the house, the owner might not be covered. Owners should be required to notify their insurance companies and provide proof of insurance coverage for short term rentals in order to obtain a license.
- San Francisco requires \$500,000 liability insurance.

Noise:

- No pets. Alternatively, as required by the county, pets must be secure and quiet.

The big issues facing Sonoma are:

- Water: Allowing boarding rooms will increase water usage. At a minimum, homes should be required to have low flow shower heads and toilets.
- Traffic: allowing boarding rooms will increase traffic on weekends.
- Affordable housing: probably only minor impact

Hotel guests are charged an extra 2% TID tax, with the stated purpose to increase tourism mid-week and in the off season. Maximum of 4 nights rental, 3 times a month helps to provide the weekend boost in available rooms, with little negative impact on hotel mid-week occupancy.

Restricting the number of nights rented will be almost impossible to enforce, so will mostly be on the honor system. The rental's online calendar of availability will have limited usefulness for compliance, because a good owner, once the boarding room is booked up for the month, should mark all of the other nights as unavailable.

Other thoughts on enforcement

- Sonoma County requires that the TOT permit number appear on vacation rental listings. This makes it easier to recognize legal vacation rentals. The city should require the same.

Notification to neighbors should be given, along with a 24-hour emergency contact phone number. The county lists this phone number in the permit for the property on its web site.

The real question is, does the benefit to homeowners to rent out a vacant bedroom in their house, worth the detrimental impact to the other residents of Sonoma?

Subject: Re: Questions for tonight's "Boarding Room" discussion
Date: Thursday, November 13, 2014 at 3:09:31 PM Pacific Standard Time
From: Byron Jones
To: David Goodison

One more thought, if this is intended for owner's primary residence only (not vacation homes), then maybe a requirement should be that the owner has filed a "Homeowners Property Tax Exemption" (The California Constitution provides a \$7,000 reduction in the taxable value for a qualifying owner-occupied home. The home must have been the principal place of residence of the owner on the lien date, January 1st. To claim the exemption, the homeowner must make a one-time filing of a simple form with the county assessor where the property is located. The claim form, BOE-266, *Claim for Homeowners' Property Tax Exemption*, is available from the [county assessor](#).

A person filing for the first time on a property may file anytime after the property or claimant becomes eligible, but no later than February 15 to receive the full exemption for that year.

On Thu, Nov 13, 2014 at 11:27 AM, Byron Jones <byronwjones@gmail.com> wrote:

David,

Thanks for the clarifications.

I'm sure it will be an interesting discussion this evening. :-)

On Thu, Nov 13, 2014 at 11:20 AM, David Goodison <davidg@sonomacity.org> wrote:

Hi Byron—good questions!

1. The intent is to prohibit a second unit from being used for that purpose, but I need to make that clear.
2. "owner-occupant" is a better term.
3. Yes, on premises includes overnight and I will clarify that.
4. Yes, good point.
5. I don;t know what reporting, if any, the Finance Department does to the IRS, but presumably it would be the as with a B&B or vacation rental.

Thanks,

David

From: Byron Jones <byronwjones@gmail.com>
Date: Thursday, November 13, 2014 at 12:04 PM
To: David Goodison <davidg@sonomacity.org>

Subject: Questions for tonight's "Boarding Room" discussion

David,

I will be unable to attend this evening's "Boarding Room" discussion at the Planning Commission meeting, so I'm hoping you can/will forward the following questions to the Commissioners. Thanks!!

General Requirements

Item A

> Does this mean that "in-law" units can not be used as boarding rooms?

Item C

> Is "resident" broader than "owner-occupant"? If not, should be changed to "owner-occupant"

> What does it mean to "be on-site when a Boarding Room is rented". Does this mean owner-occupant needs to be there overnight? If so, it should say so.

Item H

> This should include TID too.

Can exceptions be permitted?

Will City report collections to the IRS in the same way that State reports state tax receipts to IRS and Mortgage companies report interest expense to IRS?

Subject: Re: Planning Commission Item Re Short-term Rental (meeting of November 13, 2014)
Date: Thursday, November 13, 2014 at 4:01:42 PM Pacific Standard Time
From: graycompanyinc@aol.com
To: David Goodison

Hi David,

Thank you very much for taking the time to consider my remarks. Please feel free to share my e-mails if you believe it would be of use in the discussion. I was the guy who sat through the last meeting - still amused by the rats! It looks like the agenda is even more packed tonight so I will not attend.

Please understand that if I were looking to stay at a B&B in Sonoma, I would consider staying at 837 4th East as the owner appears to run a very nice service. The problem is it's completely illegal. There are several reviews posted on Airbnb from clients who have stayed there these past 2 weeks of November, so I do hope that operations are actually winding down.

I enjoyed a Beaver Cleaver childhood growing up on the Eastside and walking to Prestwood School (9/29/14 e-mail). I own 2 homes there now that are long term rentals for local families with kids attending or recently graduated from local schools. It would be a shame for that residential dynamic to be inadvertently altered so that landlords are incentivized to target commercial tourism. I do hope that we as a community tread very carefully as this issue is considered. Enforcement would be the key.

Sincerely,

Tim

Gray Company Inc.
1697 Ridge Rd.
Sonoma, CA 95476
707 996 8857
License #723845

-----Original Message-----

From: David Goodison <davidg@sonomacity.org>
To: graycompanyinc <graycompanyinc@aol.com>
Sent: Thu, Nov 13, 2014 2:30 pm
Subject: Re: Planning Commission Item Re Short-term Rental (meeting of November 13, 2014)

Hi Tim—We have been in contact with Ms. Lobanovsky and she states that she ceased taking reservations some time ago. She concedes that her AIRBB listing has remained up, but states that she has had difficulty in getting it removed and is working on that.

Re the draft ordinance:

1. The wording of that section is not clear, so I have revised it as follows: "A Boarding Room shall not be rented more than two times per month for periods not to exceed four nights (eight nights per month total)."
2. I understand your concerns about the potential impacts of what might be described as commercializing a residence. However, establishing this allowance—or at least exploring the options—was a direction given by the City Council. The limit on room nights is intended to keep it a more occasional activity, rather than a full-time operation, but I recognize that there are enforcement and tracking issues that will not go away... You might want to write to the City Council and/or the Plannign Commission on these points as the process moves forward.

Thanks,

David

PS Did you want me to share this email with the Planning Commission?

From: "graycompanyinc@aol.com" <graycompanyinc@aol.com>
Date: Tuesday, November 11, 2014 at 11:51 AM
To: David Goodison <davidg@sonomacity.org>
Cc: "loveda10@aol.com" <loveda10@aol.com>, "martin.perpich@gmail.com" <martin.perpich@gmail.com>
Subject: Re: Planning Commission Item Re Short-term Rental (meeting of November 13, 2014)

Hi David,

Thank you for keeping me in the loop.

1) Proposed section 5.36.030 E states "A Boarding Room shall not be rented more than two times per month".

Question: Does this mean 2 nights per month or could it be interpreted as 2 separate renters per month of an undetermined duration?

2) Staff Report pages 3&4 state "However, if consideration is given to loosening the rules in this manner, careful consideration would need to be given as to how such limitations would be monitored and enforced."

Exactly. There is currently a massive enforcement problem with hundreds of unpermitted boarding operations in direct violation of the Municipal Code and General Plan. There do not seem to be adequate consequences for violating the current code (see 837 4th Street East). I expect the new code would provide a veneer of legitimacy that many would attempt to manipulate (rent more than 2 days). An energetic enforcement officer would seem obligatory.

3) Staff Report page 3 states "This option...would be responsive to several persons...who have stated that they rent out rooms on an occasional basis in order to offset housing costs and to make ends meet."

That may be true in certain instances. However, let's be clear: 837 4th Street East (please recall I own 836 4th East across the street) is a full fledged business operating in a residential neighborhood. There is nothing "occasional" about a B&B that is booked 20-30 days per month (<https://www.airbnb.com/rooms/913035?s=At7s>) at \$150 to \$275 per night. A residence that generates multiple thousands of dollars per month and tens of thousands of dollars per year is far beyond an attempt to "offset housing costs and to make ends meet."

4) The net result of ordinances such as this may be to inadvertently reduce the number of affordable rental rooms available to local families and increase the purchase price of existing residential homes (Diane Feinstein agrees). Just as businesses are priced based on their cash flow, residential homes that generate tens of thousands of dollars per year as Boarding Rooms will be priced and marketed by their real estate agents to reflect this - the price will go up. Yes, the purchaser would have to apply for a new license, but with an established track record of Boarding Room operations it would likely be granted.

5) Per my requests of 9/29/14 and 10/6/14, I again respectfully request that you please enforce the Municipal Code and General Plan: 837 4th Street East continues to actively advertise and operate as an unpermitted Bed & Breakfast despite having "withdrawn" it's application for the 10/9/14 hearing. If there are no consequences for flagrantly violating current codes, I would not expect new codes to change such behavior.

Thank you for your consideration.

Sincerely,

Tim Gray

-----Original Message-----

From: David Goodison <davidg@sonomacity.org>

To: David Goodison <davidg@sonomacity.org>

Sent: Mon, Nov 10, 2014 1:22 pm

Subject: Planning Commission Item Re Short-term Rental (meeting of November 13, 2014)

Hello—The staff report for this item is attached.

I apologize to those to those who attended last month's Planning Commission meeting only to see the item postponed. That will not happen this time around.

David Goodison

Subject: Portland struggles with AirBnB

Date: Saturday, November 15, 2014 at 9:15:55 AM Pacific Standard Time

From: Bill Blosser

To: David Goodison

David,

This is an article from a Portland paper. They are struggling with this issue, too. But, they seem to be giving lip service to enforcement, which I hope we won't. Good luck with finding a solution.

Bill Blosser

City Council poised to OK short stays in apartments, condos

Most Airbnb hosts are ignoring new city permit requirements for offering short-term rentals in their homes, but Portland City Council is poised to plow ahead and legalize such rentals in apartments and condos as well. At the urging of Mayor Charlie Hales, city commissioners will take testimony next week on a proposal to permit short-term rentals in multifamily properties, if the tenant has the signed approval of the landlord, or a condo owner or tenant has the OK from their homeowners association. No more than 10 percent of the units of a multifamily complex could get permits under Hales proposal. When it became clear that there were lots and lots of multifamily listings in Portland, the mayor and others on the City Council said our policy no longer reflects reality, says Hales spokesman Dana Haynes. We probably ought to have a policy that reflects it. Airbnb estimates it has 1,600 Portland hosts opening up their homes, apartments and condos to short-term renters staying less than 30 days at a time. Those were all illegal until the City Council passed an ordinance in July that allowed residents of single-family homes, houseboats and duplexes to seek permits. Now several hundred more hosts might become legal if the City Council adopts Hales proposal for multifamily properties. City permits for single-family homes cost \$178 and require a cursory inspection to make sure the homes are equipped with good smoke alarms and the bedrooms are legal accommodations. Though Airbnb lobbied the city to pass the ordinance and institute the permit system, most of its local hosts are ignoring the new ordinance. Roughly two months after the ordinance took effect Aug. 1, less than 10 percent of the single-family hosts had bothered to apply for permits to become legal. Permit applications under Hales proposal for condos and apartments would be only \$100, and no city inspections would be required. Tenants or condo dwellers would merely have to certify that their units have proper smoke alarms and carbon monoxide detectors. Still, its unclear how many multifamily Airbnb hosts will bother to seek permits, especially when leasing out apartment rooms violates most tenants leases. The standard lease used by Multifamily NW, which represents owners of about 175,000 apartment units in Oregon, bars subletting, says Deborah Imse, the trade groups executive director. Imse participated in a task force put together by Hales staff to vet the new proposal. While the landlords group may seek some changes, such as requiring the landlord signature get notarized, its main concern is that landlord approval is granted, Imse says. New wrinkle City Commissioner Nick Fish wants to go further, and require that the landlord apply for the permit instead of the tenant. It is the landlord and not the tenant who we should hold accountable, Fish says. The landlord has the ultimate responsibility for a safe building. That could further limit the number of permit applications. Under Portlands ordinance, people opening up their single-family homes to short-term renters only have to live on the premises nine months of the year. That means they could hire an off-site manager and rent their home to short-term visitors all summer while traveling abroad or enjoying the sun in Hawaii. Steve Unger, proprietor of the Lion and the Rose Victorian Bed & Breakfast in Irvington, will ask the City Council to be more strict for multifamily properties. He wants hosts to live on site for all but about 12 days a year, to allow for modest vacations. If the host is residing there during the stay, youre not likely to have problems, says Unger, who competes with Airbnb but also uses the service when he travels. The close proximity of multifamily makes it more of a nuisance to the neighbors, he says. If youre a single-family home, you can be 50 feet away, he says, but with apartments, youre only a wall away. Losing affordable housing Expanding the city ordinance also raises more concerns that Airbnb-style operations will reduce the stock of affordable housing in Portland, driving up rents. Mayor Hales recognizes that problem, Haynes says, but is confident that operators of subsidized housing will not allow

short-term rentals in their properties. But even the loss of market-rate apartments can drive up rents if that causes the supply of units to dwindle. Hales doesn't dispute that, Haynes says, but figures it's better to have a regulatory system in place given that short-term rentals have become so common here and are unlikely to go away. One Portlander already filed an anonymous complaint that four apartments at 514 N.W. Ninth Ave. are being listed illegally under Airbnb. The local property manager and Seattle owner of the Northwest Portland apartment building both declined to discuss the complaint, which resulted in a zoning violation notice sent by the Bureau of Development Services. Several people have testified to the City Council that they can charge much higher rents to tourists on short stays than they can to long-term tenants. If you rent a unit short-term, you can usually make in three months as much as you can all year long renting it long-term, Unger says. That means there will be a temptation for more apartment owners to convert their units to Airbnb-style properties, despite the on-site residency requirement. Fish is concerned about that prospect. I don't have any illusions about how hard it is to regulate this, he says. The city is hesitant to mount a major enforcement effort against those who fail to seek permits or otherwise violate the short-term rental ordinance, preferring to intervene only when someone files a complaint. So far, no city commissioner has asked for more money to spend on enforcing the ordinance, Haynes says. Greater use of Airbnb in multifamily settings also is likely to reduce the supply of affordable units even when the tenant remains on site. That's because tenants or condo owners might be tempted to stop renting out rooms to longer-term tenants in favor of higher-paying nightly renters. There is little available data on such arrangements, since they often occur under the table. But it stands to reason that renting out a room is usually cheaper than renting a studio apartment. Roommate rentals are real important affordable housing, Unger says. stevelaw@portlandtribune.com twitter.com/SteveLawTrib

<http://www.pamplinmediagroup.com/pt/9-news/240241-106494-airbnb-may-put-new-squeeze-on-renters#noredirect>

Bill Blosser
503.804.8101

Subject: letter in support of the code changes allowing unlimited, short term rentals in Sonoma

Date: Monday, November 10, 2014 at 9:29:38 PM Pacific Standard Time

From: Farrel Beddome

To: David Goodison

Hello David,

I understand that the Planning commission is meeting on November 13, 2014, to consider a review and licensing process for limited short-term rentals within owner-occupied single family residences in Sonoma. I am writing to urge you and the Commission to support such licensing of short-term rentals. I am in favor of this for several reasons.

It is a reasoned approach to recognizing the sharing economy and the opportunity it gives homeowners to earn money the old fashioned way - - by simply renting a room in their home. With owner occupancy of

the home, the home is actively supervised so that guest behavior conforms to neighborhood standards and the income generated is most likely to be invested in the home for maintenance or improvements. This accrues to the benefit of the neighborhood and city. Without this income, many homeowners simply cannot afford to keep up their homes.

Progressive communities like San Francisco recently passed an ordinance allowing unlimited short term rentals for owner-occupied residences. San Francisco, like Sonoma, is an expensive place to live and this recognizes the affordability issues of housing and short-term rental as a means of reducing the economic burden of housing at the same time it brings visitors to San Francisco who otherwise might not come because of the high cost of hotels. This accrues to the economic vitality of The City. The same applies to Sonoma which attracts thousands of tourists who need affordable places to stay. On some occasions, the hotels are at full occupancy and short-term rental in a residence is an essential alternative for visitors to Sonoma. Consumer spending from short-term rentals is a major benefit to our local economy. Importantly in my view, Sonoma should also consider congruency in their policies with San Francisco where we draw many visitors.

The hosts of short-term rental properties pay Transient Occupancy Taxes which is a source of revenue for the City of Sonoma, one that has grown significantly recently.

I am not resident of the City of Sonoma but of the County. I am writing as an active host who has had many Airbnb guests in my home, much to my delight. Not one of them has ever been a problem. In fact, many have become friends and all have added enormously to my enjoyment and education, and they have given me a financial boost in retirement. I have been able to help my guests benefit from their short stay in Sonoma by giving them insider/local advice about what to see and do here. They all go out to local restaurants, go shopping on the Plaza, and buy wine. All have written highest level reviews of their experience in Sonoma and with Airbnb, praising my generous hospitality and our friendly, welcoming community. All have respected my home and neighborhood. Not one neighbor has ever complained of noise, strange cars parked in front of my house, or guests visiting my home. I greet them like family and they treat me the same way. It is truly amazing to find such a wonderful population of people who enjoy and benefit from this form of hospitality. I think my success is attributed to the screening of Airbnb, the quality people they attract to their site, and my ability to actively host their visit and establish rules and expectations. Yes, there are exceptions but the problems that get publicity are typically due to an absentee host and large parties occupying a home. Of course such problems also occur with families getting out of control at parties in their own homes and disturbing the neighborhood. The issue is noise and lack of respect for neighbors, not short-term rentals. I believe that large gatherings and out-of-control parties in residential neighborhoods, are not in the spirit of Airbnb and can be controlled by limiting short-term rentals to owner-occupied single family residences.

I hope my experience is helpful to your deliberations. Please do not hesitate to call me if you have any questions.

Farrel Beddome

Subject: In-home Rental

Date: Wednesday, November 12, 2014 at 4:46:34 PM Pacific Standard Time

From: Vickie Bernou

To: David Goodison

This e-mail is in response to the query regarding "rentals" in Sonoma. I feel in an owner occupied home that rental of a room or a few rooms should be allowed. The positive outcome would be:

1. More money in taxes for the City and more money that would be spent in supporting Sonoma businesses.
2. The opportunity for travelers who have never been to Sonoma to enjoy the friendly people, neighborhoods, and values we have.
3. In-home rentals allow people who do not have a lot of spendable income to stay in Sonoma at a reasonable and affordable cost.
4. It also, provides an income to homeowners.

I truly do not see any downside to this plan. If there are specific complaints that are made with a factual base these should be corrected at the time. Police records would indicate the number and type of complaints. The people I know with in-home rentals are very aware of their neighbors and the laws for the City of Sonoma and California. As far as I know there have never been any complaints made on this type of rental.

I have traveled to Asia and Europe and have always stayed in an in-home rental situation. I enjoy travel this way because I have the opportunity to learn more about the customs, people and area which I am visiting.

Vickie Bernou
412 East Mac Arthur Street
Sonoma, CA

Subject: Short Term Rentals

Date: Wednesday, November 12, 2014 at 12:02:58 PM Pacific Standard Time

From: Doug Gooby

To: David Goodison

Dear Mr. Goodison:

It is my understanding that there will be a meeting tomorrow evening regarding Short Term Rentals that are up for discussion. Unfortunately, I am not a Sonoma resident, however any decisions that arise from this meeting may impact me.

I supervise a crew of workers who travel from fair to fair throughout California during the summer months. These employees are responsible for securing lodging for themselves. As a group, we are decent, working people who own homes, however when we work at the Sonoma County Fair in Santa Rosa, only a handful of our crew lives in a location where they can commute from home to work. The rest of us are on our own to find a nice, decent, and inexpensive place to stay.

Several years ago, I discovered Sonoma, and have been staying there for the duration of the fair which now is a 3 week per year event. I stay at what you would probably call a boarding room in a home which is owner occupied. I leave for Santa Rosa at 8:30 AM, and come back around 7:30 PM, find a place to eat and return to the rental shortly after dark say 9:30 PM to 10:00 PM.

I understand that this may be construed as a "Vacation Rental" however our work is not always a vacation. It is still a job, and it is still work. It takes us away from our homes and our families. Sonoma is a wonderful little town that I enjoy exploring on our days off (which are usually Mondays, and Tuesdays). Aside from the inconvenience of finding a new place to stay (The Renaissance Lodge is far too expensive for any of us), it would take lots of dollars away from your local businesses.

For example, we shop at your restaurants and stores. We buy gas at your gas stations, On days off, we even wash our clothes in your laundromat. During the Sonoma County Fair last year, I personally spent money in the following businesses...

The Girl and The Fig
The Red Grape
Safeway
The Sonoma Cheese Factory
Round Table Pizza
Three Dog Bakery
Broadway Market
Sebastiani Theater
Carneros Restaurant at the Renaissance Lodge
Union 76 Gas Station on Broadway
Black Bear Diner
Scandia Bakery
Sonoma Market
Mary's Pizza Shack on the Plaza
Rite Aid

The Laundromat on 2nd Street West near Napa Street

The Swiss Hotel

The Men's Store on 1st Street West across from the Plaza (Don't remember the actual name of it).

Sunflower Restaurant

Fremont Diner

Ice Cream Store on 1st Street East with pink door (Ben and Jerry's?)

Anyway, I am sure there are more businesses where I spent money in Sonoma that I don't remember in addition to the rental, but you get the idea.

Sonoma is off the beaten path, and securing lodging in Rohnert Park or Petaluma would be a secondary choice, but certainly not as nice as your town. Please look favorably on this request, and create a win/win situation for your property owners, and the businesses who both call Sonoma home.

Thank you, Douglas W. Gooby

Subject: Re: Planning Commission Item Re Short-term Rental (meeting of November 13, 2014)

Date: Tuesday, November 11, 2014 at 6:23:24 PM Pacific Standard Time

From: Maria Lobanovsky

To: David Goodison

Dear Director Goodison,

After reading the Proposed Ordinance to Establish a Licensing Process for Boarding Rooms (renting a room in one's home), I would like to offer the following:

My support in favor of a new category of "rentals" in Sonoma without limits on the number of days one can rent a room.

The limit on the number of days doesn't make sense and will reduce the effectiveness of hosting as a means to supplement income and the other positive aspects of home sharing in addition to reducing a potentially large tax income for the city.

Please consider passing the ordinance without the limitation on rental days.

Approved vacation rentals and bed and breakfast inns are not limited in Sonoma. Why discriminate against the owner of a single family residence? It takes a lot of work and expense to provide a nice (room) environment. Limiting the opportunities to make that worthwhile defeats the owner's efforts.

I live on Fourth Street East and own my home, a single-family residence. I started hosting when the Sonoma International Film Festival asked city residents to house (strangers) in our homes who were coming to attend the events. This gratifying experience is how it started for me. It led to a wonderful source of extra income through VRBO which provided the financial relief I needed to deal with the many increasing costs of living.

I am writing you to encourage you and the Planning Commission to support and pass sensible legislation for short term, in-house rentals in Sonoma. I believe that "home sharing" brings incredible benefits to Sonoma county, and specifically to the City of Sonoma.

1) Home-sharing serves visitors that are not likely to go to Downtown hotels or bed and breakfast inns. Many of my guests have been relatives or friends of neighbors who do not have room in their own homes. I've also had guests that are young professionals, who come for events, like the Vintage Festival or Hit the Road Jack but cannot afford to stay in hotels. These visitors do not take income away from established hotels or B&B inns.

2) Visitors spend money in the neighborhood.

I know that nearly all of my guests frequented shops and establishments in Sonoma, especially those around the plaza, because of referrals I made. They love to explore this part of the city. Given the growing popularity of in-home rentals I'm sure more businesses are doing better and paying more taxes than they otherwise would be. "Guests" tend to stay longer and spend more locally. For Sonoma this means more money spent in our city, shops and restaurants.

3) In-home rentals keep the money in town.

Some visitors simply do not want a hotel experience; others may choose not to due to cost. When they cannot find accommodations in Sonoma they are forced to look elsewhere like in Petaluma, Santa Rosa, Napa, etc. We need to provide a reasonable alternative like in-home rentals and keep the income in our city and not let it go elsewhere.

4) In-house rentals reduce the need to build more large hotels and displace other businesses. It seems to be a great green alternative and a good use of existing homes. As a popular tourist/visitor destination, Sonoma needs to find ways to accommodate more visitors without reducing the charm of our community.

5) Provides needed income to homeowners. As you may imagine many homeowners look to their rental income to

maintain their properties and pay for extremely expensive housing costs and property tax bills. For me it made the difference of living on the edge to being able to maintain my property where I have lived the past 14 years. Jobs are hard to find, and it is not possible in many cases just to go out and find more work. It has also allowed me to give back to my community through volunteering at the museum, the film festival, Jack London State Park, and more. Without the extra income I would not be able to participate in helping make my community a better place to live.

From a policy perspective, I understand and support the need to collect taxes, ensure safety and make sure that people are not abusing the neighborhoods with excessive noise or inappropriate behavior. Sensible legislation can do this. Rather, I encourage the Planning Commission to allow home owners to rent their rooms in a responsible manner and see how it will all works out. It has in other communities like nearby San Francisco.

Unfortunately, many complaints reported in the press and media are about the abuse of vacation rentals whose owners are absent, though I am not sure why that gives renters the idea they can behave irresponsibly. It is incumbent upon the owner to require guests to live by the same rules that apply to anyone in our community. **Please do not penalize those who wish to rent rooms and require their guests to be courteous and considerate, and approve the proposed ordinance without limits on the number of days one can rent.**

Thank you,
Maria Lobanovsky

David, Attached are letters from some of my neighbors when I previously applied for the BnB Use Permit (which was withdrawn). I think these letters demonstrate the kind of neighbor support the Planning Commission would like to see regarding in-home rentals.

On Mon, Nov 10, 2014 at 1:22 PM, David Goodison <davidg@sonomacity.org> wrote:

Hello—The staff report for this item is attached.

I apologize to those to those who attended last month's Planning Commission meeting only to see the item postponed. That will not happen this time around.

David Goodison

--
[Maria Lobanovsky](mailto:maria@sonomacity.org)
<http://amzn.com/B008VVR95O>
<http://www.marialobanovsky.com>

Subject: short term rentals

Date: Monday, November 10, 2014 at 1:04:11 PM Pacific Standard Time

From: florence lose

To: David Goodison

November 10, 2014

I urge the planning commission to adopt an ordinance allowing unlimited short term rentals for owner occupied homes. My neighbor has a rental that would fall in this classification and it has caused no problems. In fact, most neighbors were unaware that there was anything different, until the mailing came out. Now there are some concerns about strange cars parked in front of the house. But living around the corner from Prestwood, we have strange cars parked all up and down the block every afternoon that school is in session. There are also concerns about unsavory characters renting a room, but I think a motel would be more likely. I think more rentals of this kind add to the charm and preservation of small town environment and help mitigate traffic congestion.

On the other hand, I strongly object to any expansion of entire home vacation rentals. These are investments, usually by absentee landlords, and have the capacity to cause great changes in the character of a neighborhood, which are already being changed by second home owners.

Florence Lose

Subject: Short Term Owner Occupied Rentals

Date: Thursday, November 13, 2014 at 12:36:24 PM Pacific Standard Time

From: Moira Watts

To: David Goodison

Dear David:

We have met on several occasions. I have lived in Sonoma at 4th Street East since 1993 and served on the Board of the Sonoma League for Historic Preservation. And so feel comfortable to appeal to you.

I want to share with you and the Planning Commission my support and approval of short term, owner occupied, unlimited rentals provided that:

- * The owner is registered and pays the dues (equivalent to any other type local lodging)
- * The owner provides clean, adequate space for the renter
- * The owner, preferably, is able to provide a parking space for one vehicle

My rationale is based on the following:

The cost of living is skyrocketing. Property taxes, maintenance and repair of our homes is a priority. Many owners of homes in Sonoma live on fixed incomes. Short term rentals provide an enormous relief to their tight budget, while also providing a service to the public.

On October 10th I needed a one night place for a friend from out of town. Every place I contacted was either fully booked or required a 2-night minimum. This scenario is not uncommon in Sonoma.

In closing, I believe that passing an Ordinance to allow this classification of rental to be an honest benefit to the City of Sonoma.

Sincerely,

Moira L. Watts



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7A

Meeting Date: 04/6/2015

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, Consideration and Possible Action to Support Applications by Sonoma Valley Historical Society for 2015 Impact 100 Grants for the Depot Park Museum and Cemetery Projects

Summary

The Sonoma Valley Historical Society ("Society") has applied for two Impact 100 grants for projects on properties owned by the City of Sonoma. Because of the ownership relationship, the Sonoma Valley Historical Society must obtain approval by the City to continue through the grant process. The Society has applied for two separate grants as follows:

- 1) \$100,000 – For the Rehabilitation, Preservation and Interpretation of Sonoma's Historic Mountain and Valley Cemeteries
- 2) \$15,000 – For Depot Park Museum Train Platform Construction and Interpretation Project

Should the Society be successful in obtaining both grant awards, the projects will be managed by the Society and will be subject to all City standard insurance and liability release requirements as well as compliance with applicable building codes and ADA provisions.

Recommended Council Action

Staff recommends support of the grant proposals as described in their Letter of Inquiry Narrative dated January 20, 2015.

Alternative Actions

Do not support the grant proposals for projects on City property.

Financial Impact

N/A

Environmental Review

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

Status

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

Attachments:

Letters of Inquiry (2)

Alignment with Council Goals:

Policy and Leadership: Provide continuing leadership as policy makers and residents of the community

cc:



PO Box 861, Sonoma, CA 95476 • 707 938 1762
email info@sonomavalleyhistoricalsociety.org • web www.depotparkmuseum.org

2015 Impact 100
Impact 100 grant
Letter of Inquiry Narrative-January 20, 2015

Sonoma Valley Historical Society Project for the Rehabilitation, Preservation and Interpretation of Sonoma's historic Mountain and Valley Cemeteries

Cemeteries provide a respectful place for families to remember and honor loved ones. But they can also tell forgotten stories about our past – about the community and culture of the Sonoma Valley. For the Sonoma Valley Historical Society, cemeteries provide an important opportunity to explore our common history. Many visitors and local residents often visit the Society's Depot Park Museum seeking information about their family history. Our records often suggest that these families visit the Mountain or Valley Cemeteries– but these visits can often be discouraging – revealing an historic site that has been poorly managed or maintained.

We seek a \$100,000 Impact grant for the rehabilitation, preservation and interpretation of Sonoma's historic Mountain and Valley Cemeteries.

Mountain Cemetery is arguably one of the City's most treasured cultural and natural resources. It was donated to the city of Sonoma by General Vallejo and currently consists of approximately 60 acres of land situated at the base of Schocken Hill. It is the burial place of General Vallejo himself, other pioneers as well as the only Revolutionary War veteran interred in California. Valley Cemetery is the oldest Sonoma cemetery, donated to the city in 1835 by General Vallejo.

With the development of the adjacent Overlook Trail, Mountain Cemetery is experiencing increased visitation by both tourists and local residents. The park-like setting of the cemetery can offer visitors a beautiful and picturesque environment in which to quietly reflect, however, despite being owned and operated by the City, the cemetery cannot be properly maintained with current public funding. Over the course of many years, the Cemetery has fallen into a shameful state of disrepair; each year untended vegetation obscures burial sites, tree roots uplift and damage monuments, adverse weather and fallen limbs fracture and deface tombstones.

Our goal is to create a plan that will sustainably preserve the Cemeteries and provide detailed information about the history of the cemetery for families and visitor interested

in the pioneers resting there. The project will also provide professional oversight to restore the cemetery permitting ongoing maintenance. The project will be accomplished with the following elements: 1) create a manual and guidelines for cemetery maintenance; 2) remove undesirable plants and carefully landscape those that are appropriate; 3) restore and rehabilitate damaged tombstones; and 4) develop an updated, historically accurate site map and guide to the cemetery,

Our first goal to create a manual of management guidelines is focused on rehabilitation and restoration and ongoing sustainable management this work will include evaluation for listing in the *US National Register of Historic Places*, interpretive programs and collaboration among key stakeholders. To create the guidelines manual, outreach to the general public, heritage organizations (societies, museums, libraries and archives), cemetery commissions and cultural resources managers will be required. In addition to production of the manual, professional historic evaluations of Mountain Cemetery and Valley Cemetery will be conducted. Additionally, we believe that Mountain Cemetery is qualified for listing on the *National Register*. Goal one can be accomplished for \$15,000.

Our second goal, is systematic management of vegetation in the Cemetery will require hiring professionals to develop a landscape plan prior to actual implementation. Ultimately, completion of this goal will diminish damage to burial sites and create a more park-like setting. Planning and implementation of this phase of our proposed work will cost approximately \$60,000.

Our third goal is to rehabilitate and restore damaged elements of Mountain and Valley Cemeteries. This will require specialized classes, acquisition of materials and employment of a specialist to oversee a volunteer workforce. Mountain and Valley cemeteries both need work to halt the deterioration of the gravesites. This phase can be completed at a cost of \$15,000.

Our fourth goal is to develop and improve the existing burial location map for Mountain and Valley cemeteries. This would require hiring a computer-mapping specialist. Preparation of a detailed digital map will cost approximately \$10,000.

The Mission of the Sonoma Valley Historical Society is “*to provide a forum and a resource for the study and dissemination of Sonoma Valley history for present and future generations by identifying, collecting, preserving and sharing artifacts, documents and images.*” We are well-suited to take on this proposed work. Our Board, staff, members and volunteers include fully qualified professionals. SVHS looks forward to submitting a full application for the Impact 100 grant and we appreciate the opportunity to make a significant and lasting contribution to our community!



PO Box 861, Sonoma, CA 95476 • 707 938 1762
email info@sonomavalleyhistoricalsociety.org • web www.depotparkmuseum.org

2015 Impact 100
Community Grant -Capital Grant
Request for \$15,000
Letter of Inquiry Narrative-January 20, 2015

Sonoma Valley Historical Society for Depot Park Museum Train Platform
Construction and Interpretation project

MISSION: The mission of the Sonoma Valley Historical Society (founded 1937) is: “to provide a forum and a resource for the study and dissemination of Sonoma Valley history for present and future generations by identifying collecting, preserving and sharing artifacts, documents and images.” The Depot Museum (a replica of the Sonoma Railroad Depot) with 3 railroad cars on the adjacent siding – a livestock car, a refrigeration car and a caboose -- provides primary teaching opportunities.

The budget of the Platform Construction Project will be accomplished for approximately \$79,356, we are requesting a \$15,000 grant as a major step to accomplish our goals.

The request of the \$15,000 Impact 100 Capital Improvement Grant will fund the contracting for engineering necessary for the platform construction and the interpretative material for installation on the completed project.

Railroads were key to unlocking the economic potential of Sonoma Valley agriculture. Refrigerator cars – like the one on our siding – created huge new marketing opportunities for California farmers. The Depot Park Museum currently has no train platform connecting the Museum to our three railroad cars. A platform is needed to give visitors access to the cars, extend teaching space for student visits and to create a more vivid and authentic “Sense of Place and History”.

The Platform Project will create an outdoor interpretative space with mounted exhibits available *at all times* to all Park visitors (the Museum currently is open for only three half days Friday-Sunday), permanent panels mounted on the adjacent side of the museum will interpret the history of transportation of goods and people in Sonoma Valley.

The project will be overseen by our Sonoma Valley Historical Society (Society) Board Education and Programs Committees. The project would start immediately upon receiving the grant.

The Society believes that its 'Education and Interpretation of Sonoma Valley History Program' goals would be served by this grant. Goal 1 because the physical addition of the train platform will enhance students' sense of an authentic railroad environment – particularly when reinforced by carefully designed interpretive materials; Goal 2 will empower students by highlighting the contributions of Sonoma's diverse populations both in railroading and agriculture.

Extending our available space for teaching will allow for smaller student groups thus strengthening the overall effectiveness of our teaching. Students and other visitors will be allowed close proximity to the railroad cars and the cars will be used much more actively than is currently possible, in teaching. Students will be given access to the caboose where they can have firsthand experience of a working railroad – including multi-media, sound effects and archival images of Sonoma's railroad history.

Evaluation of the program once the platform is constructed will involve K-12 teacher, student and parent feedback – both qualitative (using interviews and comment forms) and quantitative (using surveys). Sonoma Valley hosts over 1,000,000 visitors each year. The Society is also installing "way-finding" signage to direct visitors to the Depot Park Museum and the historic area north of the Sonoma Plaza for an enhanced cultural experience. The train platform and associated interpretative signage will provide educational opportunities to even the casual visitor and their numbers will be recorded by docents.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7B

Meeting Date: 04/06/2015

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, consideration and possible action to approve an agreement with the Sonoma Valley Chamber of Commerce for Business and Economic Vitality Partnership Services

Summary

Since January 2005, the City maintained a joint partnership agreement with the Sonoma Valley Chamber of Commerce for economic and business development services. The basis of the partnership was to reinforce the business community through several components including the formation of the Economic Development Steering Committee (EDSC), contracting for an Economic Development Manager and providing business loan opportunities. The most recent agreement expired in June 2012 and was not renewed due to the dissolution of all redevelopment activities by the State of California.

Very recently, the Sonoma Valley Chamber of Commerce has gone through an exciting metamorphosis including the renaming of the steering committee to the Economic Vitality Steering Committee (EVSC), the employment of a new professional Executive Director and creating a new rebranding logo. Through this transition, the City Manager and the Economic Vitality Program Manager have been working closely with the Chamber Executive Director to strategize ways that the two agencies can work more cooperatively and collaboratively together for the benefit of the business community. Through these efforts, an agreement has been prepared to provide increased business services for the City and local businesses.

Recommended Council Action

Staff recommends approval of the Agreement with the Sonoma Valley Chamber of Commerce for Business and Economic Vitality Partnership Services and authorize the City Manager as signatory to the agreement. This agreement is another move forward in staff's efforts to provide efficiencies in City services and collaboration with local service agencies.

Alternative Actions

Request additional information.

Do not approve agreement.

Financial Impact

The agreement is proposed to begin upon approval of the Council and run through June 30, 2017. An initial payment for services of \$25,000 was approved in the midyear budget amendments for FY 2014-15. For the remaining period of the contract (July 2015-June 2017), the City will pay the Chamber monthly installments of \$10,417 (approximately \$125,000 annually). The funding portion of the agreement is delineated in two project areas:

1. \$50,000 for business services as detailed on Exhibit A of the agreement. This will be funded from the General Fund and will be a new program in the FY 2015-16 Operating Budget.
2. \$75,000 for Economic Vitality Program Manager services as detailed on Exhibit B of the agreement. The funding of this position has been budgeted in the General Fund since 2011 and will have no direct impact to the budget. This level of the funding remains unchanged and is merely a restructuring of the pay source.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Supplemental Report
Resolution
Agreement

Alignment with Council Goals:

PUBLIC SERVICE: Expand efficiencies with a focus on providing excellent customer service; openly share information about City actions, events and decisions; increase the awareness of City programs and promote community participation; improve public access to City information.

cc:

Patricia Shults, Executive Director, SV Chamber of Commerce
Laurie Decker, Economic Vitality Program Manager

SUPPLEMENTAL REPORT

Discussion, consideration and possible action to approve an agreement with the Sonoma Valley Chamber of Commerce for Business and Economic Vitality Partnership Services

For the meeting of April 6, 2015

BACKGROUND: Since January 2005, the City maintained a joint partnership agreement with the Sonoma Valley Chamber of Commerce for economic and business development services. The basis of the partnership was to reinforce the business community through several components including the formation of the Economic Development Steering Committee (EDSC), contracting for an Economic Development Manager and providing business loan opportunities. The Chamber's participation in the partnership was to manage the EDSC and provide overhead support services to the business community. The former agreement was managed and funded through the City's Redevelopment Agency. The most recent agreement expired in June 2012 and was not renewed due to the dissolution of all redevelopment activities by the State of California. The City, as Successor Agency, continued funding the Economic Development Manager position as well as re-initiating to a lesser extent the business improvement loan program through the General Fund. The remainder of the partnership agreement, with exception of the EDSC and the annual "Tops in Sonoma" partnership event, essentially went dormant during the most recent term of the wind-down of the redevelopment agency.

PROPOSED AGREEMENT: Very recently, the Sonoma Valley Chamber of Commerce has gone through an exciting metamorphosis including the renaming of the steering committee to the Economic Vitality Steering Committee (EVSC), the employment of a new full-time Executive Director and creating a new rebranding.. Through this transition, the City Manager and the Economic Vitality Program Manager have been working closely with the new Chamber Executive Director and the EVSC to strategize ways that the two agencies can work more cooperatively and collaboratively together for the benefit of the business community. Through many weeks of meetings and brainstorming sessions it became evident that a restructuring of the former partnership agreement would provide significant efficiencies for the City and the Chamber, and would give better access to the business community for information on the business services currently available through the City and sonomavalley4biz.com website. The vision for this transition, which is consummated by the proposed new agreement, is for the Economic Vitality Program Manager to work directly from the Chamber offices and to combine the sonomavalley4biz.com website with the Chamber website. This will offer existing local businesses and potential new businesses to Sonoma a "one stop shop" for all business services. In the long-term, we envision that under this agreement the Chamber will assist the City in a business public relations promotion campaign and may act as a liaison for some City services. This has been an internal goal of staff that we don't currently have the resources to pursue.

FISCAL IMPACT: The agreement is proposed to begin upon approval of the Council and run through June 30, 2017. An initial payment for services of \$25,000 was approved in the midyear budget amendments for FY 2014-15. For the remaining period of the contract (July 2015-June 2017), the City will pay the Chamber monthly installments of \$10,417 (approximately \$125,000 annually). The funding portion of the agreement is delineated in two project areas:

1. \$50,000 for business services as detailed on Exhibit A of the agreement. This will be funded from the General Fund and will be a new program in the FY 2015-16 Operating Budget.

2. \$75,000 for Economic Vitality Program Manager services as detailed on Exhibit B of the agreement. The funding of this position has been budgeted in the General Fund since 2011 and will have no direct impact to the budget. This level of the funding remains unchanged and is merely a restructuring of the pay source.

RECOMMENDATION: Staff recommends approval of the Agreement with the Sonoma Valley Chamber of Commerce for Business and Economic Vitality Partnership Services. This is a significant step forward in solidifying a structured business services program and will assist City staff in providing representation and outreach to local businesses. All promotional materials for this program will have both the Chamber logo and City logo displayed. This agreement is another move forward in staff's efforts to provide efficiencies in City services and collaboration with local service agencies.

CITY OF SONOMA

RESOLUTION NO. - 2015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA
APPROVING THE AGREEMENT WITH SONOMA VALLEY CHAMBER
OF COMMERCE FOR BUSINESS AND ECONOMIC VITALITY
PARTNERSHIP SERVICES**

WHEREAS, the Sonoma Valley Chamber of Commerce provides valuable services to the City of Sonoma through its efforts to maintain and enhance the economic vitality and business services and

WHEREAS, an agreement for Business and Economic Vitality Partnership Services has been prepared to reflect funding for the Chamber Business Services and Economic Vitality Program Manager Services.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Sonoma hereby approves the agreement between the City and the Sonoma Valley Chamber of Commerce for the period April 6, 2015 through June 30, 2017, and

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

The foregoing Resolution was duly adopted this 6th day of April 2015, by the following vote:

Ayes:
Noes:
Absent:
Abstain:

DAVID COOK, MAYOR

ATTEST:

GAY JOHANN, ASSISTANT CITY MANAGER/CITY
CLERK

**AGREEMENT FOR BUSINESS AND ECONOMIC VITALITY
PARTNERSHIP SERVICES BY BETWEEN THE CITY OF SONOMA
AND THE SONOMA VALLEY CHAMBER OF COMMERCE**

This AGREEMENT made and entered into on this ____ day of ____, 2015, by and between the City of Sonoma, a municipal corporation (hereinafter CITY) and Sonoma Valley Chamber of Commerce, a non-profit corporation, (hereinafter CHAMBER).

WITNESSETH

WHEREAS, the CHAMBER provides a valuable service to the CITY through its efforts to maintain and enhance the economic viability of the local business community, and

WHEREAS, the CITY has relied on certain representations in authorizing the execution of this agreement, and

WHEREAS, the CHAMBER is willing and able to perform the services herein provided.

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. CHAMBER shall provide Business Community Outreach and Business liaison services on behalf of the City of Sonoma to further enhance and strengthen the local economic base and to provide conduit for communication of City issues and information on projects and programs affecting the business community.
2. CHAMBER agrees to utilize the funding from the CITY for the purposes of business assistance and development in accordance with the goals of the 2020 General Plan which encourages ...*"a healthy, growing economy, compatible with Sonoma's scale and character and contributing to its quality of life..."*
3. Payment by the City
 - A. From the signing of this agreement through June 30, 2015 the City of Sonoma shall pay CHAMBER a lump sum amount of \$25,000 for initiating the new business services as detailed in Exhibit A (SCOPE OF SERVICES). In addition, City shall also pay the balance of the Contract for the Economic Development Manager services as a reimbursement for services upon the submittal of an invoice for services rendered for a total amount not to exceed \$15,000.
 - B. Beginning July 1, 2015 through June 30, 2017 (24 total months) the City of Sonoma shall pay CHAMBER the sum of approximately \$125,000 per year payable in monthly installments of \$10,417 for services to be performed as follows:
 - i. For an amount of \$50,000 for each year of the agreement, the CHAMBER promises and agrees to render the business services on

behalf of the CITY as shown on Exhibit A (SCOPE OF SERVICES) attached and made part of this agreement.

- ii. For an amount of \$75,000 for each year of the agreement, the CHAMBER promises and agrees to employ and provide the services of the Economic Development Manager on behalf of the CITY as shown on Exhibit B (SCOPE OF SERVICES) attached and made part of this agreement.
3. CHAMBER shall provide staff support for the Economic Vitality Steering Committee comprised of up to two members of the Sonoma City Council, one member of the Board of Directors of the CHAMBER, the City Manager and the Executive Director of the CHAMBER.
4. The CHAMBER agrees to account for all funding provided and to keep complete books and records thereof and to make available and to submit to audit by the CITY all such records upon the CITY'S request and with reasonable notice.
5. The CHAMBER shall provide an annual written report to the City Council, in a format approved by, the City Manager summarizing the activities of any consultant or contractor and progress on work programs or special projects.
6. The CHAMBER shall indemnify, hold harmless and defend the CITY, its agents and employees for all liability, actions, claims, damages, costs or expenses including attorney's fees and witness costs which may be asserted by any person including the CHAMBER arising out of or in connection with the performance by the CHAMBER hereunder except that arise out of the sole negligence of the CITY.
7. The CHAMBER shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or disability and shall comply with the American's With Disabilities Act.
8. Insurance Provisions:
 - CHAMBER agrees to have and maintain, for the duration of the contract, a General Liability insurance policy in an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.
 - Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of CHAMBER.

The amount and nature of the insurance CHAMBER is required to provide hereunder may be modified from time to time by the City, in the exercise of the City's reasonable discretion and based upon the recommendation of the City's insurance pooling authority.

9. Neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
10. At any time and without cause, either party shall have the right in to terminate this agreement by giving 90 day written notice to the other. In the event of such termination, CITY shall pay the CHAMBER for services rendered to such date but shall have no obligation to pay any amount beyond the date of termination. Any monthly portions shall be prorated. Notwithstanding the above language, this agreement shall terminate on June 30, 2017 unless extended by mutual agreement of the parties.
11. The CHAMBER covenants that it presently has no interest and shall not acquire any interest, direct or indirect which would conflict in any manner or degree with the performance of its services hereunder. The CHAMBER further covenants that in the performance of this contract, no person having any such interest shall be employed.
12. If the CHAMBER should fail to perform any of its obligations hereunder within the time and manner herein provided, or otherwise violates any of the terms of this agreement, there shall be deducted from any unpaid amount, the amount of damage, if any, sustained by the CITY by virtue of the breach of the Agreement by the CHAMBER. It is understood by the parties that this remedy is not exclusive and the CITY reserves its rights to other remedies for breach in both law and equity.
13. In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as a part of such action or proceeding.
14. Nothing contained in the agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15. Notices and payments shall be mailed to the parties at the following addresses:

<u>CITY</u>	<u>CHAMBER</u>
City of Sonoma	Sonoma Valley Chamber of Commerce
No. 1 The Plaza	651-A Broadway
Sonoma, CA 95476	Sonoma, CA 95476

16. This Agreement represents the entire and integrated agreement between CITY and CHAMBER and supersedes all prior negotiations, representation or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

17. The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and the day and year first above written.

CITY OF SONOMA

City Manager

Date

ATTEST:

Assistant City Manager/City Clerk

SONOMA VALLEY CHAMBER OF COMMERCE

Executive Director

Date

**Exhibit A:
Scope of Services, Chamber Economic Vitality Initiatives**

The Sonoma Valley Chamber of Commerce will serve as the lead organization for the City of Sonoma in:

- Coordinating communications with the business community.
- Conducting outreach and gathering input from the business community on policy issues.
- Design and implement a leadership development and community education program for local residents interested in appointed or elected roles in local government (as well as other community leadership roles).

- Provide professional guidance, assistance and liaison services for the City for local and regional public relation opportunities and events at the direction of the City Manager.
- Other services may be provided by the Sonoma Valley Chamber of Commerce by specific designation under separate side letter of agreement authorized by the City Manager.

The Sonoma Valley Chamber of Commerce will develop and implement programs and events of benefit to the local economy, including the services of an Economic Development Manager (Exhibit B) as well as:

- Business and education programs
- Annual new business welcome and showcase
- Annual business recognition program (e.g. TOPS in Sonoma)
- A “one-stop” website for businesses combining the resources currently available through the SonomaValley4Biz.com and SonomaChamber.com website
- Coordinate the marketing and hosting of no-cost business advisors and low-cost workshops available through the regional Small Business Development Center and SCORE.
- Convene focus groups to identify ways to support emerging sectors in the local economy
- Liaison between schools, youth-serving organizations, Sonoma’s Young Professionals program and the business community
- “Shop Sonoma” promotions and programs
- Green business promotions and programs
- Other initiatives and events identified through the Sonoma Valley Economic Vitality Partnership Steering Committee.

**Exhibit B:
Scope of Services, Economic Development Program Manager**

The Economic Development Manager is a part-time position responsible for business retention, expansion, creation and attraction activities in consultation with the Economic Vitality Steering Committee (EVSC) made up of City of Sonoma and Sonoma Valley Chamber of Commerce representatives.

The Economic Development Manager coordinates with representatives of business, commercial property owners, local government, and the local community in the implementation of an economic development program in

accordance with the established goals of the Partnership. The duties and responsibilities of the Economic Development Manager include:

- Work with the EVSC to develop an annual Work Plan based on the Partnership's economic development strategy and current needs/issues.
- Serve as a point of contact in addressing inquiries for potential business opportunities in the community; provide assistance to individuals and businesses desiring to establish, expand or retain business in Sonoma. May serve as initial point of contact for locations in the unincorporated area of Sonoma Valley, making referrals to counterparts at the County level for further assistance.
- Act as liaison for the business community and local government with regard to business retention and expansion efforts.
- Assist City staff and provide liaison services for the City's Business Improvement Loan Program.
- Identify and promote the advantages of the City of Sonoma as a place to do business.
- Maintain, improve, and promote online resources for business development.
- Assess needs of local business and implement business assistance programs utilizing Chamber, City and County resources (trainings, workshops, written information).
- Develop and implement strategies to support identified growth sectors and to diversify the local economy.
- Assess City processes affecting the business community; make recommendations for streamlining and other process modifications; develop outreach materials to help businesses to understand and navigate City processes.
- Identify and assist in implementing cost-effective ways to support downtown vitality and the visitor experience of the community; coordinate Partnership activities with local tourism industry organizations
- Coordinate with and promote programs, resources, and activities that support development of a workforce that meets the needs of local industries.
- Compile data, surveys, and other information on the local economy; research and monitor current economic conditions utilizing City, County and Chamber resources including regional economic development information and reports.
- Serve as local representative to Countywide and regional economic development activities and organizations.
- Conduct special projects as assigned in support of the economic development goals of the City, Chamber, and Partnership as appropriate.

- Assist City staff in developing policies and/or ordinances related to the City's economic development goals.
- Monitor progress toward meeting the goals and objectives of the economic development strategy and prepare an annual cumulative report of Partnership accomplishments.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7C

Meeting Date: 4/6/2015

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director / City Engineer

Agenda Item Title

Discussion, consideration, and possible action on the Removal and Replanting of Broadway Street Trees

Summary

The City's Tree Committee has received several requests from upper Broadway property owners to remove the Red Oak street trees. The property owners believe that the street trees are causing damage to the sidewalks and other infrastructure. The 3 certified arborists on the Tree Committee agree that the Red Oak trees, in the manner that they were planted, are not the appropriate tree species for the sidewalk planter strips in which they are growing.

The Tree Committee reviewed 2 applications on January 15, 2015 and approved the removal of 2 red oak trees at 561 Broadway (Century 21 Wine Country), contingent on the development of a replanting plan and approval from Caltrans. The 2nd application reviewed on January 15, 2015 requested removal of 17 red oak trees between 520 and 578 Broadway (Sonoma Court Shops), and continued this application review to the February Tree Committee Meeting in order to gather more information. The Tree Committee reviewed 2 applications for Broadway street tree removal on February 19, 2015. These tree removal applications included the 17 red oak trees between 520 and 578 Broadway (Sonoma Court Shops) and 2 red oak trees between 525 and 527 Broadway (John Powers). The Tree Committee voted on February 19, 2015 to refer the entire Broadway tree removal issue to the City Council.

Per State Streets and Highway Code 5600 et. seq., property owners are responsible for maintaining their abutting sidewalks and plantings in the street-side planter strip. Without the ability to remove trees that will excessively damage sidewalks, it is difficult for property owners to fulfil the State Code maintenance requirement. There is significant history to the establishment of the Broadway street trees. To the extent of staff knowledge, that history is documented in the attached Supplemental Report.

Recommended Council Action

Approve the removal of upper Broadway Red Oak street trees by abutting property owners at their own cost, under the condition that a re-planting plan first be approved by the Council for the Upper Broadway area (Broadway, between Napa St. and Patten St.) and that the tree removals be approved by Caltrans.

Alternative Actions

Council discretion.

Financial Impact

There will be a cost for a Landscape Architect to prepare a replanting plan, presumably overlain onto specific parking and traffic circulation plans prepared under the Circulation Element update. Depending upon the configuration of the replanting plan, the City may be responsible for replanting new trees.

Environmental Review

Status

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

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

Attachments:

Supplemental Report
Tree Removal Applications at 561, 520-578, and 525-527 Broadway
Excerpts from the 1991 Broadway Landscape Improvement plans
State Streets and Highway Code Section 5600-5618

Alignment with Council Goals:

Not directly related to Council Goals.

SUPPLEMENTAL REPORT

Discussion, consideration, and possible action on the Removal and Replanting of Broadway Street Trees

For the City Council Meeting of April 6, 2015

Background:

In 1988, a citizen group comprised of local architects and designers developed what they called the “Broadway/City Hall Forecourt Study” and presented it to the City Council. The recommendations of the study called for a comprehensive design treatment of the Broadway corridor from MacArthur Street to City Hall, including: a) curb bow-outs and decorative pavement crossings at intersections, b) a landscaped median, c) the planting of street trees. The City Council endorsed the overall concept and directed staff to retain a landscape architect to develop a detailed design proposal that could be reviewed with Caltrans. A conceptual design was presented in 1989, which included:

- Wider sidewalks.
- Large stature street trees (sycamores).
- Curb bow-outs at and decorative paving at crossings and other decorative elements and street furniture (e.g., stone monuments).
- A landscaped median extending to McDonnell Street.
- The narrowing of the paved section of the Plaza horseshoe and the replacement of asphalt with decorative paving.
- Reducing the scope of the project to end at Patten Street, rather than MacArthur Street.

In April of 1989, the City Council voted 4-1 to proceed with a modified version of the project and directed staff to have detailed plans and specifications developed. Detailed plans were prepared by George Girvin Associates and approved by the City on July 12, 1991. In 1991, the City Council voted 3-2 to cancel the project, due to concerns that sufficient funding was not available for it.

In 1992, a private citizen stepped forward offering to fund the project, a proposal that the City Council accepted. Money for the project (approximately \$300,000) was raised through the Red and White Ball charity event and through private donations. Many of the trees were sponsored by individual donors. The project as implemented was limited to the curb bow-outs and the planting of street trees. At some point prior to implementation, the tree species was changed from ginkgo biloba to red oak.

The red oak trees were planted in the sidewalk planter strip from Napa St. down to Patten St. on the East side (17 trees) and from Napa St. down to Maple St. on the West side (21 trees). According to recent staff observations, the red oak trees were not planted with 48-inch deep root barriers, as proposed in the 1991 plans. Some of the red oak trees have grown quite large to approximately 24-inch Diameter at Breast Height (DBH). Sidewalk damage due to tree roots has been observed by City staff.

In accordance with State Streets and Highway Code 5600 et. seq. and City Municipal Code 12.12.110, the abutting property owner has responsibility to maintain the sidewalk and any vegetation in the sidewalk planter strip (including trees), regardless of who planted the vegetation. In a one-time effort to help property owners, the City started a trip-hazard repair program in 2013. The first year of the program addressed trip hazards in the sidewalks along upper Broadway. Trip hazards less than 1.75-inches in height were repaired by saw cutting. For trip hazards that could not be repaired by saw cutting, letters were sent to the abutting property owners to make repairs.

The three certified arborists serving on the City's Tree Committee, James McNair, John Meserve, and Sherby Sanborn acknowledged that the red oak trees were still in an early stage of growth, and as such, they will continue to cause damage to sidewalks and other infrastructure as they mature in size. The arborists also acknowledge that the red oak trees are probably not the best tree species for their planted location. It is unclear to staff whether the trees are currently causing significant damage to other infrastructure (sewer, drainage, electrical power, gas, telecom, cable, building foundations, etc.)

Red oak trees (*Quercus Rubra*) is a fast growing tree that can grow to 90 feet and have a trunk diameter of up to 6 feet. It requires a larger planter area than can be accommodated in the existing sidewalk planter strip along upper Broadway. Because of the compact location where they are planted along upper Broadway, they may need frequent pruning and other tree maintenance.

At the January 15, 2015 Tree Committee meeting, the request to remove 2 red oak trees at 561 Broadway was approved, pending the development of a replanting plan and obtaining a Caltrans permit. At that same meeting, the committee deferred action on the request to remove 17 red oak trees between 520 and 578 Broadway, in order to gather more information. At the February 18, 2015 Tree Committee meeting, additional information was presented on the request to remove 17 red oak trees. At that point, the Tree Committee voted to refer the Broadway tree removal decision to the City Council.

Staff Recommendation:

Since the property owners have the financial responsibility to repair sidewalks and vegetation that front on their properties, it is reasonable to grant them permission to remove or maintain trees that are causing the damage at their own cost.

Staff recommends that property owners be granted permission to remove any of the red oak trees along Broadway between Napa St. and Patten St., pending the development of a re-planting plan and obtaining Caltrans permission.

The re-planting plan would presumably use a specific parking/circulation plan for this area currently being developed within the Circulation Element update. The re-planting plan could be accomplished concurrently with the Circulation Element update, or soon thereafter. Such a re-planting plan would come back before the City Council for review and approval.

City of Sonoma

Planning and Community
Development
No. 1, The Plaza
Sonoma, CA 95476



Application for Tree Removal,
Alteration or Relocation
On Public or Private Property per Ordinance No
11-2009.

Date: 10-31-14

Applicant Information:

Name: JACK MONROE Telephone: (707) 938-5830

Mailing Address: PO BOX 2167 HEALDSBURG CA 95448

Tree Information:

- Type of Permit Requested:
- Tree Removal
 - Tree Alteration
 - Tree Relocation

CENTURY 21
Catherine Sevenau
561 Broadway
938-5830

- Location of Tree(s):
- Public Property*
 - Single-Family or Multi-Family Residential Property
 - Non-residential Property
 - Private Property
 - Single-Family or Multi-Family Residential Property
 - Non-residential Property

Site address where tree(s) is/are located: 561 BROADWAY

Specific location of tree(s): SIDEWALK ✓

Tree Species: Two Red Oak Trees

Trunk circumference of tree (measured at 4.5 feet above ground): _____

Reasons for this request (attach additional sheets as necessary): City of Sonoma
again sidewalk notice. Damage to sidewalk
caused by street scape trees - Please advise
as to what I should do.

J. Monroe
Signature of Applicant

*If an application to remove a tree on public property is approved, the applicant will be required to contribute \$250 toward the removal and replacement of each tree. Public property includes street right-of-ways and all other City-owned property.

City of Sonoma

No. 1 The Plaza
Sonoma, California 95476-9000
Phone (707) 938-3681 Fax (707) 938-8775
E-Mail: cityhall@sonomacity.org



Sonoma Sister Cities:

Chambolle-Musigny, France
Greve in Chianti, Italy
Kaniv, Ukraine
Patzcuaro, Michoacán, Mexico

August 20, 2014

Jack Monroe
PO Box 2167
Healdsburg, CA 95448-2167

SECOND NOTICE

RE: 561 Broadway

Dear Mr. Monroe:

On May 1, 2014 the City of Sonoma notified you regarding a damaged sidewalk along the frontage of **561 Broadway**.

Pursuant to Sonoma Municipal Code Section 12.12.110, it is the responsibility of the property owner to maintain the sidewalk in a safe condition at all times. A copy of this code section is enclosed for your information.

Please make the necessary arrangements to have the damaged sidewalk and asphalt street adjacent to **561 Broadway** repaired.

You will need to have your contractor contact the Public Works Inspector at 707-938-3681 for limits of removal. The contractor will also need to obtain an encroachment permit from the City of Sonoma and provide proof of insurance prior to performing the work. The sidewalk work will be required to meet the City's standards. A copy of City of Sonoma Standard Plan Nos. 108 and 110 are enclosed for reference.

This work must be completed within 30 days of receiving this notice, at which time the City of Sonoma Public Works Department will perform a re-inspection.

You may want to contact your homeowner's insurance agent regarding this matter as your insurance policy may provide for this repair.

Feel free to call me at 707-933-2232 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in cursive script that reads "Dean Merrill".

Dean Merrill
Street Supervisor
City of Sonoma

cc: Public Works Director, Dan Takasugi

City of Sonoma

Planning and Community
Development
No. 1, The Plaza
Sonoma, CA 95476



Application for Tree Removal,
Alteration or Relocation

On Public or Private Property per Ordinance No.
11-2009 and 043-2013.

Date: 12-11-2014

Applicant Information:

Name: Sonoma Court Shops, Inc.

Address: 473 Jackson Street

Telephone: (415) 753-4999

Mailing Address: San Francisco, CA 94111

Tree Information:

- Type of Permit Requested:
- Tree Removal
 - Tree Alteration
 - Tree Relocation

Location of Tree(s):

- Public Property*
- Private Property
 - Single-Family or Multi-Family Residential Property
 - Non-residential Property

Site address where tree(s) is/are located: 520 Broadway to 578 Broadway

Specific location of tree(s) (Please provide color picture and diagram of tree): _____

Every tree on the East side of Broadway between Patton & E. Napa

Tree Species: _____

Trunk circumference of tree (measured at 4.5 feet above ground): _____

Reasons for this request (attach additional sheets as necessary and documentation of associated damage, if any): See attached

Sonoma Court Shops, Inc.

by Melissa Redmond

Signature of Applicant

*If an application to remove a tree on public property is approved, the applicant is responsible for the removal and replacement cost of each tree. Public property includes street right-of-ways and all other City-owned property. A no-fee Encroachment Permit shall be required for all work performed in the public right-of-way prior to starting work. Please contact Robin Evans at (707) 933-2205 for information regarding City Encroachment Permits. Proof of Insurance shall be required (naming the City as additional insured and providing a minimum coverage of \$1 million per occurrence).

January 2, 2015

Dear Planning and Community and Development Committee:

It is with great regret that Sonoma Court Shops, Inc. respectively requests that every tree on the East side of Broadway Street in the public sidewalk, between East Napa Street and Patton Street be removed by the City of Sonoma.

Since the City of Sonoma planted the trees on Broadway Street in front of the buildings bordered by Sonoma Court Shops, we have spent several thousands of dollars in sewer line replacement, removal of sewer roots in the sewer lines, clogged sewer drains, insurance rate increases due to three trip and fall lawsuits on the raised sidewalks and many other expenses too numerous to mention due to the trees.

Tenants have sent individual letters, petitions, made phone calls to the City of Sonoma over the years, as has Sonoma Court Shops, Inc., requesting tree trimming so that their business have more visibility through the tree branches. The City has responded with intermittent trimming but mostly none at all.

To expect property owners to replace sewer lines under the sidewalk and under their buildings due to tree root intrusion, repair sidewalks and trim the trees is an unfair burden on the property owner. It was even suggested by one official to allow tenants to trim the trees in front of their business. One can only imagine the lawsuits that would ensue should someone fall trimming a tree outside their business.

Most recently a new tenant spent \$827.00 clearing one sewer line, on Broadway Street, from tree roots. Sonoma Court Shops went back into the same sewer line with more cleaning and sending a camera into the sewer line for an additional \$480.00 (see attached). Tree roots were completely obstructing the sewer line, with the tree roots coming in through all of the sewer line joints.

I am attaching emails from Erik Brown, P.E. with the Sonoma County Water Agency as well as from Dan Takasugi, Public Works Director/City Engineer for the City of Sonoma. Additionally, I have made several calls to these individuals and to the City Manager about the tree situation. Each of my contacts with the City and County officials were professional and business like, but clearly no one wanted to deal with the "elephant in the room." The trees that line Broadway Street, while beautiful to look at, were the wrong trees to be planted as sidewalk trees and need to be removed by the City of Sonoma, who planted the trees.

If the street trees that border Broadway Street continue to be left unchecked, the public sidewalks, the sewer system and infrastructure under the sidewalks, property owners foundations, damage done due to falling branches, etc. will be a complete nightmare to repair and/or replace as time goes on.

This situation not only should be dealt with immediately but steps should be taken to make sure that the sewer, gas and water and any other infrastructure be checked for safety due to the intrusion of the tree roots.

Mr. Takasugi asserted in his recent correspondence that only the property owner has the obligation to maintain public sidewalks or streets impaired by trees. He is mistaken. California Streets and Highways Code S. 5610 makes it clear that although the obligation may be the property owner's that obligation is replaced by "any person other than the owner. . .or by the city authorities in charge thereof, and such persons shall be under a like duty in relation thereto."

It is unrefuted that the City planted the trees causing damage to Broadway Street, its adjacent sidewalks and to private property. Hence, it is the legal obligation of the City of Sonoma to make the necessary repairs and remove the offending trees at its expense and not that of the property owners.

As requested before and herein, the City should do so immediately.

Thank you for your attention and consideration of this request.

-----Original Message-----

From: Melissa Redmond [<mailto:info@sonomacourtshops.com>]

Sent: Monday, December 01, 2014 9:08 AM

To: Carol Giovanatto

Subject: Sewer Line

Hi Carol

Quickly—spoke with Eric Brown, Maintenance Coordinator with County. Very nice. He said he would work with me on this if Line Locators can give him a copy of the video that shows the line broken.

I will keep you in the loop

I still would like you to get back to me on the sidewalk issue. This is very serious and is an ongoing concern with liability. I would like to get something in writing from the City that spells out:

1. Who owns the trees
2. Who maintains the trees
3. If the City maintains the trees what is the trimming schedule-I need to let the tenants know.
4. Who is liable for someone falling on the sidewalk where the tree roots have caused the sidewalk to irrupt.

Thank you

Melissa

Melissa Redmond
Sonoma Court Shops, Inc.
473 Jackson Street
San Francisco, CA 94111
Office-(415) 753-4999
Cell- (415) 602-5755
FAX- (415) 753-1101
info@sonomacourtshops.com

From: **Dan Takasugi** dtakasugi@sonomacity.org
Subject: RE: Sewer Line - Trees Along Broadway Frontage
Date: December 3, 2014 at 4:42 PM
To: info@sonomacourtshops.com
Cc: Carol Giovanatto carolg@sonomacity.org

Ms. Redmond:

I was advised of this issue through Carol Giovanatto. The City Public Works Department takes the lead on most tree issues, so I will attempt to respond to your note and questions.

If you desire to remove the Red Oak trees fronting your properties for reasons of damage to sewer laterals and sidewalk damage, I would encourage you to file a tree removal application, which will take the issue in front of the City Tree Committee. The tree removal application form can be found at: <http://www.sonomacity.org/Uploads/29067.pdf>

I cannot predict how the Tree Committee will respond to the application, particularly as these trees along Broadway are so prominent and uniform in type and spacing. And yet, I do understand your concerns of damage to sewer laterals and sidewalk damage.

In answer to your questions, although the trees along are in State Caltrans right-of-way, the State Streets and Highway Code 5600 puts the maintenance responsibility of these trees in the parkway strip upon the abutting property owner. I will acknowledge that periodically, the City has come through and trimmed the trees, as a service to the abutting businesses. It is not scheduled annually, and is only performed when time and funding allow, which is typically less frequent than desired.

As to liability when someone falls on the sidewalk where tree roots have caused a sidewalk trip hazard ... State Streets and Highway Code 5610 and City Municipal Code 12.12.110 place the responsibility on the abutting property owner, no matter who planted the tree. Once the City gains notice of such trip hazards, we are required to notify the abutting property owner of their responsibility to fix such trip hazards. And if action is not taken after a second notice, then the City is required to perform the repair and place a lien on the property for the cost of repair.

The City, in an action of mutual cooperation, has taken on a program to gradually repair sidewalk trip hazards that are under 1.75-inches in height by saw cutting at City cost. We have just completed the 2nd phase/year of 11 phases in this program, having repaired over 1500 trip hazards thus far. However, in this program, if City Public Works staff becomes aware of trip hazards over 1.75-inches in height which cannot be saw cut, then we must enforce the State Streets and Highway Code Section 5610 and require the abutting property owner to repair the sidewalk by removal and replacement. In those cases, the City will offer a 50/50 cost share up to \$1,000 to make the sidewalk repair. The City just recently performed saw cutting of trip hazards along Broadway within the last year.

Please let me know if you have other questions, and I would be glad to assist.

Thanks,

Dan Takasugi, P.E.
Public Works Director / City Engineer
City of Sonoma
No. 1 the Plaza
Sonoma, CA 95476-6618
Office: (707) 933-2230

From: Erik Brown Erik.Brown@scwa.ca.gov
Subject: Lateral Maintenance Responsibility
Date: December 9, 2014 at 12:00 PM
To: info@sonomacourtshops.com



Hi Melissa,

Per our discussion, here is the link to our Sanitation code in its entirety:

<http://www.scwa.ca.gov/sanitation-codes/>

Section 3.23 of the Sanitation Code regarding maintenance:

SECTION 3.23 - USER RESPONSIBILITY FOR MAINTENANCE OF SIDE SEWER:

The user shall be responsible for the cleaning and clearing of, at his own expense, the side sewer (building sewer and lateral sewer) and the plumbing systems. The user's building sewer and plumbing systems shall at all times remain the property of the user who shall be solely responsible for its maintenance, use, and repair. Replacement or repair of the lateral sewer shall be at the sole discretion of the District. A property line cleanout must be installed for the District to determine if repair or replacement of the lateral sewer is required. Installation of a property line cleanout shall be at the users expense.

Definitions:

Building Sewer shall mean that portion of any sewer beginning at a point two (2) feet outside the foundation line of any building and running to the property line, public road/street right-of-way line, sewer easement right-of-way line, or to a private onsite wastewater treatment system.

Lateral Sewer shall mean the portion of a sewer connecting a Building Sewer to the District's Main Sewer which is owned by the District but maintained by the private property owner and lying within a public road/street or public sewer easement.

Side Sewer shall mean all piping included in the privately owned Building Sewer and the publicly owned Lateral Sewer.

Main Sewer shall mean a public sewer lying within a public road/street or public sewer easement designed to accommodate one or more than one side sewer and for which suitable access can be provided for maintenance reasons at the sole discretion of the District.

Let's continue the discussion next week after you've had a chance to talk again with the City and your plumbing contractor.

Best regards,
Erik

Erik Brown, P.E.
W.A. Coordinator
Sonoma County Water Agency
P: 707.521.1892
C: 707.291.2502
ebrown@scwa.ca.gov



ER PLUMBING, INC.

LIC. 7006265

LINE LOCATORS

1309 East Bonness Road
SONOMA, CALIFORNIA 95476
(707) 938-1121 • Fax (707) 938-1188

JOB INVOICE

www.linelocators.org
linelocators@sbcglobal.net

10564

BILL TO

Sonoma Court Shaps, Inc
473 Jackson St
San Francisco Ca 94111

PHONE <u>415 753 4999</u>	FAX #
CONTACT PERSON <u>Mike Melisar</u>	CONTACT #
EMAIL <u>info@sonomacourtshaps.com</u>	
JOB NAME / NUMBER / PRETER	
JOB LOCATION <u>520 Broadway 522</u>	
JOB PHONE	JOB STARTING DATE <u>12-5-14</u>

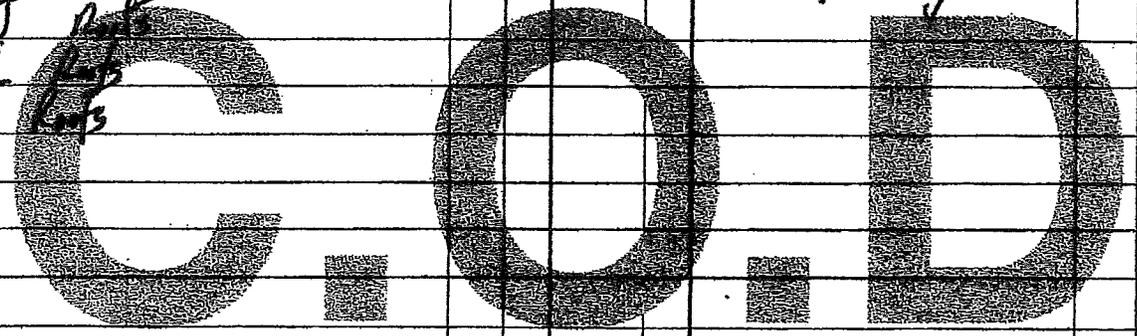
PAYMENT TERMS:

DUE UPON RECEIPT

RETURNED CHECKS WILL NOT BE RE-DEPOSITED AND A \$30 RETURNED CHECK FEE WILL BE ISSUED TO THE INVOICE. PAYMENT WILL BE REQUIRED IN THE FORM OF CASH / MONEY ORDER.

Location of Root intrusions	27' Roofs/Joint		
119' OUT TO MAIN			
Roots Marked at these Dofs	width of 27 ft		
103'	width of 21 ft		
97'			
91'			
3-83 Excessive Roots			
81'			
74'			
(70' New ABS Pipe Repair)			
5' ABS			
66' TERRA Cotta Connection			
57 Joint Roofs			
52 Joint Roofs			
48 J Roofs			
45 J Roofs			
42 J Roofs			
38'			
35'			
33'			
30'			
29'			

1 DDD Re-invoicing		35	00
TOTAL OTHER		35	00
1st HR. (MIN. CHARGE)	1.75	225	393 75
Eddie / Barry	1.75	35	61 25



DATE COMPLETED	TOTAL MATERIALS	TOTAL LABOR	455 00
----------------	-----------------	-------------	--------

TOTAL BILL DUE UPON RECEIPT.

After 10 days, re-invoicing administration fee applies.
If not paid within 30 days, minimum finance charge will accrue at 2% per month.
You have 7 days to report any discrepancy.

TOTAL MATERIALS	
TOTAL OTHER	
SUBTOTAL	455 00
REINVOICING FEE	\$25.00
TOTAL	480 00

Work ordered by _____ PRINT NAME

Signature _____
I hereby acknowledge the satisfactory completion of the above described work. Furthermore, I agree/acknowledge

1/60

RECEIVED

City of Sonoma

JAN 22 2015

Planning and Community
Development
No. 1, The Plaza
Sonoma, CA 95476

CITY OF SONOMA



Application for Tree Removal,
Alteration or Relocation
On Public or Private Property per Ordinance No.
11-2009 and 043-2013.

Date: 1/22/2015

Applicant Information:

Name: JOHN POWERS Telephone: 996-0109

Mailing Address: 17970 LOS BANDOS DR, SONOMA, CA 95476

Tree Information:

Type of Permit Requested: Tree Removal
 Tree Alteration
 Tree Relocation

Location of Tree(s): Public Property*
 Private Property
 Single-Family or Multi-Family Residential Property
 Non-residential Property

Site address where tree(s) is/are located: 525-527 BROADWAY ST.

Specific location of tree(s) (Please provide color picture and diagram of tree):

FRONT ENTRANCE TO TOP THAT YOGURT

Tree Species: _____

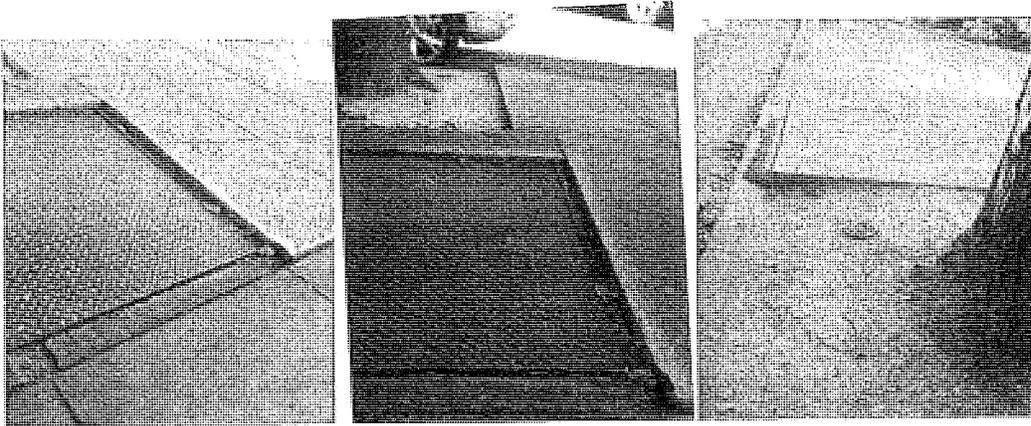
Trunk circumference of tree (measured at 4.5 feet above ground): 4.5" C

Reasons for this request (attach additional sheets as necessary and documentation of associated damage, if any): TREES ARE UPROOTING SIDEWALK CREATING A HAZARD

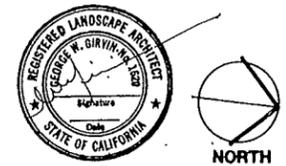
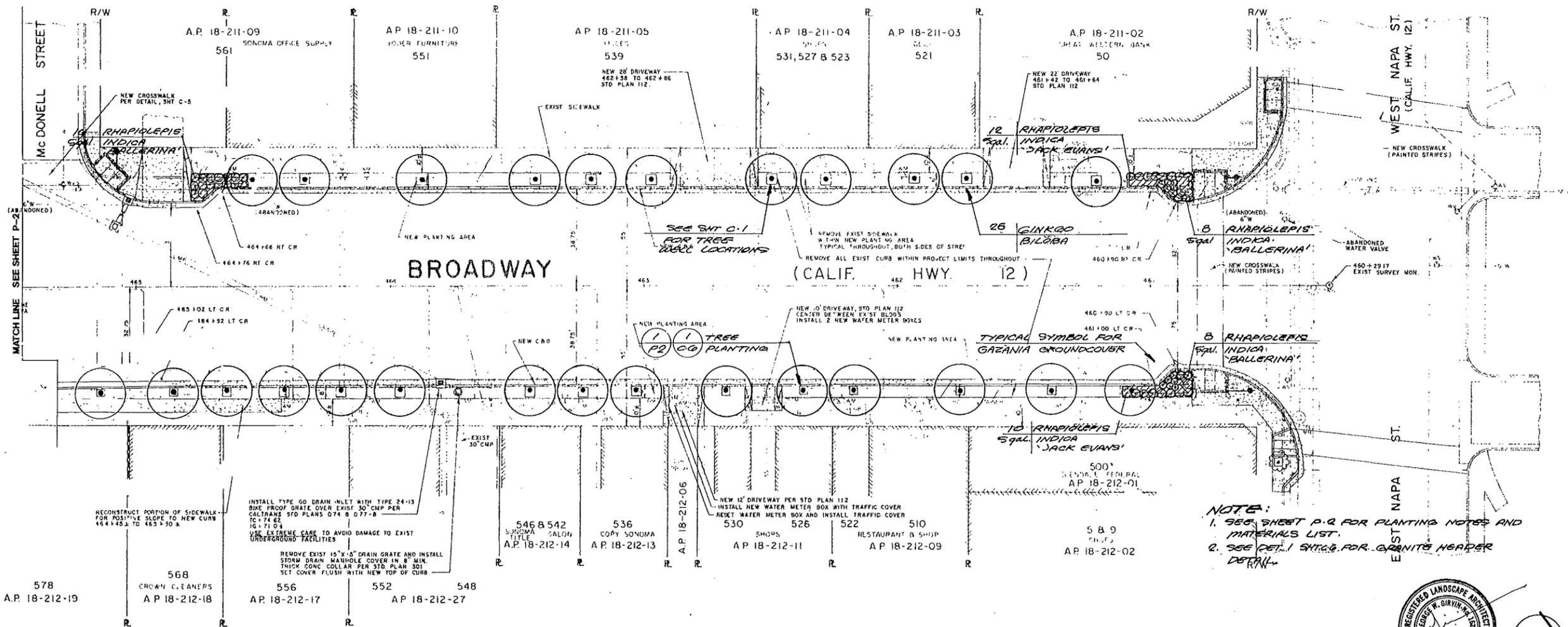
John Powers
Signature of Applicant

*If an application to remove a tree on public property is approved, the applicant is responsible for the removal and replacement cost of each tree. Public property includes street right-of-ways and all other City-owned property. A no-fee Encroachment Permit shall be required for all work performed in the public right-of-way prior to starting work. Please contact Robin Evans at (707) 933-2205 for information regarding City Encroachment Permits. Proof of Insurance shall be required (naming the City as additional insured and providing a minimum coverage of \$1 million per occurrence).

525 - 527 Broadway St Trees and buckled sidewalk due to tree roots



JAN 22 2015



GEORGE W. GIRVIN ASSOCIATES, INC.
 LANDSCAPE ARCHITECTS

Public Planning • Urban Design • Land Planning • Earth Retention • CA Lic. #12547
 1629 9th Avenue, San Rafael, California 94901-1828 • (415) 459-3443 • FAX (415) 459-7926
 116 East Du La Cuesta, Suite 200, Berkeley, California 94701 • (415) 364-5000 • FAX (415) 364-5002

City of Sonoma
 PUBLIC WORKS DEPARTMENT

DESIGNED BY	DATE	SCALE	" = 20' 0"
DRAWN BY		NO.	REVISION DATE BY
APPROVED BY	<i>Richard T. Rowland</i>	DATE	7/10/2019 JB
PUBLIC WORKS DIRECTOR	7-12-91	DATE	

BROADWAY LANDSCAPE IMPROVEMENTS
 PLANTING PLAN 1

JOB NUMBER: 89001
 PRINT DATE: 3/11/91
 SHEET: P-1 of 10
 PLAN NUMBER: C-452

NOTE

1. CENTER TREE IS 5'-0" Ø.

EXISTING GRANITE CURBS HEADERS
 6" x 12" x 3'-0" ±. SALVAGE
 EXISTING CURBS AND LAY
 FLAT. VERIFY AMOUNT OF
 GRANITE CURBS AVAILABLE
 PRIOR TO INSTALLATION. NOTIFY
 CITY AS TO QUANTITY REQUIRED.

1/4" TO FINIS. TAN - 2"
 DECOMPOSED
 GRANITE, PROVIDE
 SAMPLE FOR
 APPROVAL BY CITY.
 CONC.
 CURB

CONDUIT FOR IRRIGATION
 DEEP ROOT BARRIER
 MODEL # UB-48-2
 48" DEEP X 6'-0" LONG
 (714-898-0563)

2.4" Ø x 48" PERFORATED
 PVC PIPES - FILLED WITH
 CRUSHED ROCK, WRAP WITH
 FILTER FABRIC & COVER
 WITH GRATE

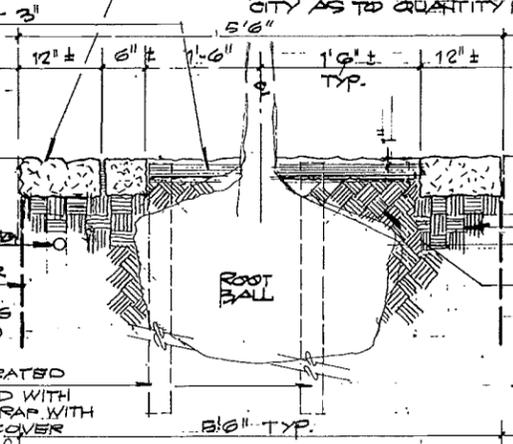
FACE OF
 CURB

GRANITE CURB
 HEADERS

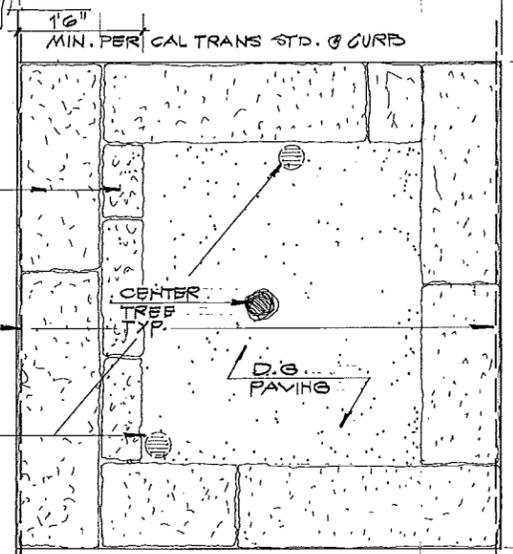
DEEP ROOT
 BARRIERS
 (BOTH SIDES)

2.4" Ø PERF.
 DRAIN PIPES
 SEE SHT. 1-2
 DET. 5

EXISTING OR
 NEW SIDEWALK
 PAVING
 SEE SHTS. 0-1
 AND 0-2.



SECTION



PLAN

1 TREE PLANTING W/ GRANITE CURBS
 CG NO SCALE



GEORGE W. GIRVIN ASSOCIATES, INC.
 LANDSCAPE ARCHITECTS
 Park Planning • Urban Design • Land Planning • Estate Residential • CA Lic. #1610
 1629 Fifth Avenue, San Rafael, California 94901-1878 • (415) 459-3413 • FAX (415) 459-7926
 116 East De La Brea, Santa Barbara, California 93101 • (805) 566-5060 • FAX (805) 566-5062

City of Sonoma
 PUBLIC WORKS DEPARTMENT

DESIGNED BY	CHECKED BY	DATE	SCALE
APPROVED BY			AS NOTED
Richard J. Rowland			
PUBLIC WORKS DIRECTOR		7-12-91	

BROADWAY LANDSCAPE IMPROVEMENTS
 CONSTRUCTION DETAILS

JOB NUMBER	88001
PRINT DATE	3/11/91
SHEET	C-6 OF 13
PLAN NUMBER	C-452

STREETS AND HIGHWAYS CODE
SECTION 5600-5618

5600. As used in this chapter "sidewalk" includes a park or parking strip maintained in the area between the property line and the street line and also includes curbing, bulkheads, retaining walls or other works for the protection of any sidewalk or of any such park or parking strip.

5601. This chapter shall only apply to maintenance and repair proceedings, whether upon work originally done under this division or otherwise, and shall not be used for the construction of new improvements. The "Special Assessment Investigation, Limitation and Majority Protest Act of 1931" shall not apply to proceedings taken under this chapter.

5602. This chapter constitutes a separate and alternate procedure for performing the work specified herein and, except for the provisions of Part 5 of this division, no other provisions of this division shall apply to proceedings instituted hereunder.

5610. The owners of lots or portions of lots fronting on any portion of a public street or place when that street or place is improved or if and when the area between the property line of the adjacent property and the street line is maintained as a park or parking strip, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas save and except as to those conditions created or maintained in, upon, along, or in connection with such sidewalk by any person other than the owner, under and by virtue of any permit or right granted to him by law or by the city authorities in charge thereof, and such persons shall be under a like duty in relation thereto.

5611. When any portion of the sidewalk is out of repair or pending reconstruction and in condition to endanger persons or property or in condition to interfere with the public convenience in the use of such sidewalk, the superintendent of streets shall notify the owner or person in possession of the property fronting on that portion of such sidewalk so out of repair, to repair the sidewalk.

5612. Notice to repair may be given by delivering a written notice personally to the owner or to the person in possession of the property facing upon the sidewalk so out of repair, or by mailing a postal card, postage prepaid, to the person in possession of such property, or to the owner thereof at his last known address as the same appears on the last equalized assessment rolls of such city or to the name and address of the person owning such property as shown in the records of the office of the clerk.

5613. The postal card shall contain a notice to repair the sidewalk so out of repair, and the superintendent of streets shall, immediately upon the mailing of the notice, cause a copy thereof printed on a card of not less than 8 inches by 10 inches in size, to be posted in a conspicuous place on the property. In lieu of posting a copy of the mailed notice on the property as provided in this section, the superintendent of streets may, not less than seven days nor more than 10 days after the mailing of the first postal card notice, mail an additional postal card, postage prepaid, marked "Second Notice," to the person to whom the first postal card notice was addressed. The second notice shall otherwise contain the material required by this article, but shall not extend the time for commencing repairs specified in Section 5614.

5614. The notice shall particularly specify what work is required to be done, and how it is to be done, and what materials shall be used in the repair and shall further specify that if the repair is not

commenced within two weeks after notice is given and diligently and without interruption prosecuted to completion, the superintendent of streets shall make such repair, and the cost of the same shall be a lien on the property.

5614.1. The legislative body may adopt a resolution determining that bonds shall be issued and assessments collected and enforced pursuant to Part 5 of this division. In such event, the notice to repair shall specify that bonds shall be issued to represent the security of the unpaid assessments, payable over a period of not to exceed six years, and shall further recite a maximum rate of interest to be paid on the indebtedness, which shall not exceed 7 percent a year, payable semiannually.

5615. If the repair is not commenced and prosecuted to completion with due diligence, as required by the notice, the superintendent of streets shall forthwith repair the sidewalk. Upon the written request of the owner of the property facing the sidewalk so out of repair, as ascertained from the last equalized assessment roll of the city, or as shown in the records of the office of the clerk, the superintendent may repair any other portion of the sidewalk fronting on the property that is designated by the owner. The superintendent shall have power to prescribe the form of the written request. The cost of repair work done by request pursuant to this section shall be a part of the cost of repairs for which, pursuant to this chapter, subsequent notices are given, hearings held and assessment and collection procedures are conducted.

5616. Upon the completion of the repair, the superintendent of streets shall cause notice of the cost of the repair to be given in the manner specified in this article for the giving of notice to repair, which notice shall specify the day, hour and place when the legislative body will hear and pass upon a report by the superintendent of streets of the cost of the repair together with any objections or protests, if any, which may be raised by any property owner liable to be assessed for the cost of such repair and any other interested persons. If bonds are to be issued, the notice shall also contain the information required by Section 5614.1.

5617. Upon the completion of the repair, the superintendent of streets shall prepare and file with the legislative body a report specifying the repairs which have been made, the cost of the repairs, a description of the real property in front of which the repairs have been made and the assessment against each lot or parcel of land proposed to be levied to pay the cost thereof. Any such report may include repairs to any number of parcels of property, whether contiguous to each other or not.

5618. Upon the day and hour fixed for the hearing the legislative body shall hear and pass upon the report of the superintendent of streets, together with any objections or protests which may be raised by any of the property owners liable to be assessed for the work of making such repair and any other interested persons. Thereupon the legislative body may make such revision, correction or modifications in the report as it may deem just, after which, by motion or resolution, the report as submitted, or as revised, corrected or modified, shall be confirmed. The legislative body may adjourn the hearings from time to time. The decisions of the legislative body on all protests and objections which may be made, shall be final and conclusive.



CITY OF SONOMA
 City Council
 Agenda Item Summary

Agenda Item:	9
Meeting Date:	04/06/2015

Department Administration	Staff Contact Gay Johann, Assistant City Manager/City Clerk
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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 Health Action & SV Health Roundtable	Cittaslow Sonoma Valley Advisory Council	Sonoma County M & C Assoc. Legislative Committee
LOCC North Bay Division Liaison	City Audit Committee	Sonoma County Trans. & Regional Climate Protection Authority, Alternate	City Facilities Committee	S. V. Citizens Advisory Commission
Oversight Board to the Dissolved CDA	LOCC North Bay Division Liaison, Alternate	Sonoma County Waste Management Agency		S.V. Economic Dev. Steering Committee, Alt.
Sonoma Clean Power	Oversight Board to the Dissolved CDA, Alt.	VOM Water District Ad Hoc Committee, Alternate		S. V. Library Advisory Committee, Alternate
Sonoma County Mayors & Cm. Assoc. BOD	Sonoma County Mayors & Cm. Assoc. BOD, Alt.	Water Advisory Committee, Alternate		
Sonoma Disaster Council	Sonoma County M & C Assoc. Legislative Committee, Alt.			
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