

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



Community Meeting Room, 177 First Street West

Monday, January 28, 2013

5:00 p.m. Closed Session

6:00 p.m. Regular Session

AGENDA

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

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

5:00 P.M. – CLOSED SESSION AGENDA

1. CALL TO ORDER

The Mayor will open the meeting and take public testimony on closed session items only. The Council will then recess into closed session.

2. CLOSED SESSION

Item 2A: CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Pursuant to Government Code §54956.8. Property: Montini Property, AP# 018-021-006, 018-011-017, 018-031-003, 127-051-105 and 127-051-106, Sonoma. Agency Negotiators: Planning Director David Goodison, City Attorney Jeff Walter & City Manager Carol Giovanatto. Negotiating Parties: Sara Press, Misti Arias, & Lisa A. Pheatt. Under Negotiation: Terms and conditions of Transfer Agreement under which property is to be conveyed to the City.

Item 2B: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation, one potential case. Pursuant to Government Code §54956.9(b)

6:00 P.M. – MEETING AGENDA

RECONVENE, CALL TO ORDER & PLEDGE OF ALLEGIANCE

ROLL CALL (Gallian, Cook, Barbose, Rouse, Brown)

REPORT ON CLOSED SESSION

1. COMMENTS FROM THE PUBLIC

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

2. COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS

Item 2A: Councilmembers' Comments and Announcements

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

4. PRESENTATIONS

Item 4A: Report on Health Action Sonoma County presented by Patricia Talbot

Item 4B: Presentation Regarding Cradle to Career Sonoma County

Item 4C: Proclamation Honoring Engineer/Paramedic Gabriel M. Stirnus

5. 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 5A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only. (Standard procedural action - no backup information provided)

Item 5B: Approval of the Minutes of the December 12, 2012 and the January 7, 2013 Meetings.

Staff Recommendation: Approve the minutes.

Item 5C: Approval and ratification of the appointment of Jeff Baptista as the alternate commissioner on the Design Review Commission for term ending January 28, 2015.

Staff Recommendation: Ratify the nomination.

Item 5D: Approval of Ground Lease between the City of Sonoma and the Sonoma Dog Park Association, Inc., for the Ernest Holman Dog Park for a five-year term.

Staff Recommendation: Approve the Ground Lease and authorize the City Manager to execute the lease agreement on behalf of the City.

Item 5E: Authorization for the City to enter into an agreement with Marilyn Pinelli Gallagher Trust, on behalf of Royal Crown Cleaners, for groundwater monitoring wells associated with 32 Patten Street, Sonoma.

Staff Recommendation: Approve City to enter into agreement and authorize the City Manager as signatory to the agreement.

Item 5F: Approve changes to terms and conditions of employment for the Executive, Management, Administrative and Non-Represented Confidential personnel for the period January 1, 2013 through December 31, 2014.

Staff Recommendation: Adopt the resolution approving the changes to terms and conditions of employment.

Item 5G: Approve Compensation Schedule for all positions in City Employment effective January 11, 2013.

Staff Recommendation: Adopt the resolution approving the salary and wages of City Employees.

Item 5H: Authorization to execute and file a Notice of Completion for the Bond House and Barn Demolition Project.

Staff Recommendation: Authorize the City's Development Services Director to execute and file a Notice of Completion for the project.

5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL - Continued

- Item: 5I:** **Authorization for City Manager to Execute a Purchase Agreement to Purchase a New (Replacement) Public Works Department Dump Truck.**
Staff Recommendation: Authorize the City Manager to purchase a new 2013 Ford F650 XL Dump Truck utilizing the State Bid Contract #1223-20 for the replacement of the existing 1992 Ford F700 Public Works dump truck.
- Item 5J:** **Authorization to Execute Funding Agreement with the Sonoma County Water Agency (SCWA) to provide Administrative and Technical Assistance for the City’s Water Conservation Program.**
Staff Recommendation: Approve the Funding Agreement for the City of Sonoma Water Conservation Program as proposed and authorize staff to execute the Agreement.
- Item 5K:** **Approval of application by Project Sport/Echelon Gran Fondo for 1) Temporary Use of City streets; and 2) Approval of inflated arches on the Plaza Horseshoe in conjunction with the Sonoma-Napa Gran Fondo Bike Ride event scheduled for May 18, 2013.**
Staff Recommendation: Adopt resolution approving the use of City streets and approve the use of three inflated arches at the entrance/exit of City Hall.
- Item 5L:** **Adoption of a Resolution approving an agreement for the transfer and acceptance of abandonment of a City water easement underlying a portion of the property located at 1360 Broadway [Friedman Home Improvement Corporation] and authorization for the City Manager to execute said agreement including a Quit Claim deed to the property owner Skycrest.**
Staff Recommendation: Adopt the resolution approving the Agreement Regarding Transfer and Acceptance of Water Line and the vacation and abandonment of a portion of a City water easement on the property located at 1360 Broadway (APN# 128-271-010 and 128-262-004) and authorize the City Manager to execute said agreement and quit claim deed.
- Item 5M:** **Adoption of a resolution decrying the growing and disturbing trend of gun violence and supporting efforts and measures aimed at reducing senseless gun violence in the United States, including but not limited to banning military type guns and assault magazines, requested by Mayor Brown.**
Staff Recommendation: Council discretion.
- Item 5N:** **Approval and ratification of the appointment of Harry Blum to the Community Services and Environment Commission for a two-year term ending January 28, 2015.**
Staff Recommendation: Council ratification of the nomination.

6. 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 6A:** **Approval of the portions of the Minutes of the December 12, 2012 and the January 7, 2013 City Council / Successor Agency Meetings pertaining to the Successor Agency.**
Staff Recommendation: Approve the minutes.

7. PUBLIC HEARING – None Scheduled

8. REGULAR CALENDAR – CITY COUNCIL

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

Item 8A: Discussion, consideration and possible action on a report from the Traffic Safety Committee on the usage of the West MacArthur Street Class II Bike Lanes (requested by Councilmember Barbose). (Planning Director)
Staff Recommendation: Receive report.

Item 8B: Update on One Bay Area Transportation grant application for the resurfacing of Napa Road. (Planning Director)
Staff Recommendation: Receive update on grant application.

9. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

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

10. COUNCILMEMBERS' REPORTS AND FINAL REMARKS

Item 10A: Reports Regarding Committee Activities.

Item 10B: Final Councilmembers' Remarks.

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 January 24, 2013. GAY JOHANN, 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: 4A

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Report on Health Action Sonoma County presented by Patricia Talbot.

Summary

In August 2007, the Sonoma County Board of Supervisors authorized the Department of Health Services to convene a health action council, called Health Action to work on improving health and health care for all Sonoma County residents. Health Action is comprised of leadership from a broad cross-section of business, health care, non-profit, education, faith, and other community organizations as well as participation from each of the nine cities in Sonoma County.

Health Action goals include:

- Engage a broad spectrum of stakeholders in a community dialogue on health issues
- Enrich our understanding of local health and service issues and solutions
- Create a shared vision for community health improvement; and
- Develop and implement collaborative recommendations to both promote and protect community health and improve the local health care delivery system

In 2009, the City Council appointed Councilmember Stanley Cohen to represent the City on the board and adopted a resolution endorsing the goals of Health Action and Supporting Community Walking.

Patricia Talbot has represented the City of Sonoma on Health Action since 2010 and will provide a report on Health Action activities and accomplishments.

Recommended Council Action

Receive the presentation, no action requested.

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:

Res. No. 13-2009, Endorsing the Goals of Health Action

cc: Patricia Talbot via email

CITY OF SONOMA

RESOLUTION NO. 13 - 2009

RESOLUTION OF THE COUNCIL OF THE CITY OF SONOMA ENDORISING THE GOALS OF HEALTH ACTION AND SUPPORTING COMMUNITY WALKING

WHEREAS, the City of Sonoma is concerned about the health and well-being of its residents and seeks to create a healthy, sustainable, and livable community; and

WHEREAS, Health Action, a council of community leaders whose mission is to improve health and health care in Sonoma County, is a key partner in improving the health of the community; and

WHEREAS, Health Action's *2020 Vision for Sonoma County: Action Plan (2009-2012)* recommends local action to increase consumption of healthy food, increase physical activity, and connect all residents with prevention-focused primary health care; and

WHEREAS, regular walking is a simple and effective way to improve the health of city residents of all ages; and

WHEREAS, local governments greatly influence the walkability of communities through key powers over planning, land use, transportation, economic and community development, and other community services; and

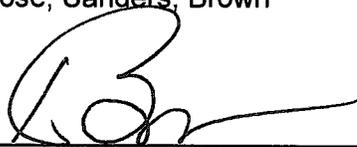
NOW, THEREFORE, BE IT RESOLVED that the City of Sonoma commits to actively support Health Action's *2020 Vision* and action agenda, and as a partner pledges to:

- Support the Health Action's countywide **iWALK Sonoma** initiative and local **iWALK** activities** within the City of Sonoma, and use city communications media to promote walking as a vital health-promoting activity.
- Enlist City Council members to personally become local "Action Heroes" and engage participation of their constituents by becoming walk leaders and visible community walking champions.
- Support city programming that encourages community walking and physical activity.
- Take steps to improve the walkability of the city by assessing community infrastructure and identifying priority areas where improvements are needed to support safe walking, biking and other physical activity and to reduce dependence on cars.
- Support alternative/public transportation policies and programs that encourage walking and biking to work and school, such as Safe Routes to School programs.

AND FURTHER MAY IT BE RESOLVED that the City of Sonoma actively participate in the official launch of the **iWALK Sonoma** campaign on May 16, 2009, as we work together to make Sonoma County the healthiest county in the State of California.

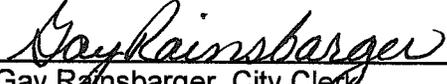
The foregoing Resolution was duly adopted this 15th day of April 2009, by the following vote:

Ayes:	Sebastiani, Gallian, Barbose, Sanders, Brown
Noes:	None
Absent:	None



Ken Brown, Mayor

ATTEST:



Gay Rainsbarger, City Clerk



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Presentation Regarding Cradle to Career Sonoma County

Summary

Cradle to Career Sonoma County is a partnership connecting all segments of the educational community with the goal of improving the educational, economic, and health outcomes for Sonoma County youth. It engages community partners to coordinate and align the education efforts and resources in Sonoma County to ensure that all of our youth are prepared to succeed. It is based on the belief that students who get off to a strong educational start are more likely to graduate from high school, earn more money over a lifetime, have better health outcomes, and have the potential to contribute to the economic, social and cultural life of the community.

Making the presentation will be Dan Blake, Director of Innovation and Partnerships, Sonoma County Office of Education and Kellie Noe, Project Manager, Cradle to Career Sonoma County, Department of Health Services.

Recommended Council Action

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: None

cc: Mr. Blake and Ms. Noe via email



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4C

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Proclamation Honoring Engineer/Paramedic Gabriel M. Stirnus

Summary

Sonoma Valley Fire and Rescue Authority Engineer/Paramedic Gabriel M. Stirnus has received the coveted VFW Department of California First Place Firefighter of the Year award. This proclamation is to commend Stirnus for his exemplary service as a firefighter and paramedic and to congratulate him upon receipt of this award.

Recommended Council Action

Mayor Brown to present the proclamation to Engineer/Paramedic Stirnus.

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

cc:

City of Sonoma



Proclamation

Gabriel M. Stirnus VFW CA Firefighter of the Year

WHEREAS, the Veterans of Foreign Wars Post 1943 nominated Sonoma Valley Fire and Rescue Authority Engineer/Paramedic Gabriel M. Stirnus for the annual VFW Award for Public Servants in the Firefighter category; and

WHEREAS, the VFW Department of California has bestowed upon Engineer Stirnus, one of its highest honors, the First Place Firefighter of the Year award; and

WHEREAS, candidates for this prestigious award are evaluated based on recognition they receive from their colleagues or those they serve, consistent dedication to the profession, and consistent excellence in the performance of their duties; and

WHEREAS, Engineer Stirnus began his firefighting career in 1998 when he enlisted as a volunteer with the Bennett Valley Fire Protection District; and

WHEREAS, he went on to serve with the California Department of Forestry and Fire Protection, Cal Fire Boonville Firestation, Howard Forest Helitack base (where he was deployed on "Huey" helicopters), Bennett Valley Fire Protection District, and in 2007 joined the Sonoma Valley Fire and Rescue Authority; and

WHEREAS, Engineer Stirnus has volunteered his time to participate in the CHOICES and Every 15 Minutes programs designed to educate high school students about the importance of staying in school program and the dangers of drinking and driving.

NOW THEREFORE, I, KEN BROWN, Mayor of the City of Sonoma, do hereby:

Commend Engineer/Paramedic Gabriel M. Stirnus for his exemplary service as a firefighter and paramedic and as a dedicated volunteer who generously contributes of his time and talents for the betterment of the community; and

Congratulate him upon receipt of the VFW Department of California First Place Firefighter of the Year award.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sonoma to be affixed this 28th day of January 2013.

Ken Brown, Mayor





City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5B

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Approval of the Minutes of the December 12, 2012 and the January 7, 2013 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

SONOMA CITY COUNCIL
Special Meeting



Wednesday, December 12, 2012
5:00 p.m.

Community Meeting Room, 177 First Street West

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

MINUTES

1. CALL TO ORDER

At 5:20 p.m., Mayor Brown called the meeting to order.

2. PUBLIC COMMENT

No one from the public was present to provide public testimony on closed session items. The Council recessed into closed session with all members present. Assistant City Manager Giovanatto and Labor Negotiator Walker were also present.

3. CLOSED SESSION

Item 3A: **CONFERENCE WITH LABOR NEGOTIATOR**, pursuant to Government Code §54957.6. Agency designated representative: Karen Walker. Employee Organizations: City of Sonoma Employees' Association (SEIU 1020), and Non-represented Confidential, Executive, Management and Administrative personnel.

4. ANNOUNCEMENT REGARDING ACTION TAKEN IN CLOSED SESSION

At 6:08 p.m. Council reconvened in open session and Mayor Brown announced that no reportable action had been taken.

5. ADJOURNMENT

The meeting was adjourned at 6:09 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 _____ 2013.

Gay Johann, MMC
City Clerk/Assistant to the City Manager

DRAFT MINUTES

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

Monday, January 7, 2013

5:00 p.m. Closed Session (Special Meeting)

6:00 p.m. Regular Session

MINUTES

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

SPECIAL MEETING - CLOSED SESSION

1. CALL TO ORDER

At 5:00 p.m., Mayor Brown called the meeting to order. No one from the public was present to provide public testimony on closed session items. The Council recessed into closed session with all members present. City Manager Giovanatto was also present during the entire Closed Session. Labor Negotiator Walker was present during Item 2A. City Attorney Walter and Planning Director Goodison were also present during Item 2B.

2. CLOSED SESSION

Item 2A: **CONFERENCE WITH LABOR NEGOTIATOR**, pursuant to Government Code §54957.6. Agency designated representatives: City Manager Carol Giovanatto and Karen Walker. Employee Organizations: City of Sonoma Employees' Association (SEIU 1020), and Non-represented Confidential, Executive, Management and Administrative personnel.

Item 2B: **CONFERENCE WITH REAL PROPERTY NEGOTIATORS.** Pursuant to Government Code §54956.8. Property: Montini Property, AP# 018-021-006, 018-011-017, 018-031-003, 127-051-105 and 127-051-106, Sonoma. Agency Negotiators: Planning Director David Goodison, City Attorney Jeff Walter & City Manager Carol Giovanatto. Negotiating Parties: Sara Press, Misti Arias, & Lisa A. Pheatt. Under Negotiation: Terms and conditions of Transfer Agreement under which property is to be conveyed to the City.

REGULAR MEETING

The City Council reconvened in open session and Mayor Brown called the meeting to order at 6:05 p.m. Pat Pulvirenti led the Pledge of Allegiance.

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

ALSO PRESENT: City Manager Giovanatto, City Clerk Johann, City Attorney Walter, Planning Director Goodison, and Police Chief Sackett.

REPORT ON CLOSED SESSION – Mayor Brown stated that no reportable action had been taken.

1. COMMENTS FROM THE PUBLIC - None

2. COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS

Item 2A: Councilmembers' Comments and Announcements

Clm. Gallian reported meeting with newly elected First District Supervisor Gorin at the Green Drinks event held at the Community Cafe.

Mayor Brown dedicated the meeting in the memory of Edward "Ed" Stolman and announced that a reception to honor 2013 Alcaldes Les and Judy Vadasz would be held 5:30 p.m. January 31 at Vintage House. He reported that a few constituents had expressed concern regarding a proposal to fluoridate the water in Sonoma County and requested that staff keep him updated on the matter.

At the request of Mayor Brown, City Clerk Johann reported that the City was currently recruiting applicants to fill vacancies on the Sonoma Valley Citizens Advisory Commission, Community Services and Environment Commission and the Mobilehome Park Rental Review Board.

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

City Manager Giovanatto announced the Oversight Board would meet January 9. One item on their agenda will be the review of the Due Diligence report.

4. PRESENTATIONS

Item 4A: Proclamation Declaring January 2013 as Human Trafficking Awareness and Prevention Month.

Kathy Hargitt reported that, although many people were not aware of it, human trafficking was occurring in Sonoma County. Mayor Brown thanked her and Police Chief Sackett for their efforts in trying to protect Sonoma citizens. Chief Sackett stated that recently passed Proposition 35 would enhance penalties for the crime but that it was necessary for the community to come together and take a stand.

Mayor Brown then read aloud the proclamation declaring January 2013 Human Trafficking Awareness and Prevention Month and presented it to Kathy Hargitt of the Sonoma County Human Trafficking Task Force.

Item 4B: Presentation by Kathleen Miller, president of the Parents Association at Sonoma Developmental Center. [Requested by Mayor Brown]

Kathleen Miller, stated she was President of the Parents Hospital Association. She spoke about recent events at the center and the threat of the loss of Federal funding. Miller requested Councilmembers and members of the public to contact their legislators and inform them of the impact closure of the center would have on the patients and their families.

George Harrison, Assemblyman Marc Levine's office, reported that the Assemblyman was following the situation and provided contact information for his District office.

5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

- Item 5A:** Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only.
- Item 5B:** Approval of the Minutes of the December 17, 2012 Meeting.
- Item 5C:** Approval and ratification of the appointment of Ditty Vella to the Sonoma Valley Citizens Advisory Commission for a term ending January 7, 2015.
- Item 5D:** Approve changes to terms and conditions of employment for the Memorandum of Understanding with Sonoma Employees' Association (SEIU Local 1021) for the period January 1, 2013 through December 31, 2014.
- Item 5E:** Approve Public Works Director/City Engineer as a new position in the City's classification plan and establish a salary range for the position. (Res. No. 01-2013)
- Item 5F:** Approval of application by Destination Races for temporary use of City streets for the Napa to Sonoma Wine Country Half Marathon on Sunday, July 21, 2013. (Res. No. 02-2013)

The public comment period was opened and closed with none received. It was moved by Clm. Rouse, seconded by Clm. Gallian, to approve the agenda order and consent calendar as presented. The motion carried unanimously. Clm. Barbose announced that one of the items approved had been a job description combining the positions of Public Works Director and City Engineer. He stated that this was just one of what he anticipated would be a number of constructive personnel changes to be presented by City Manager Giovanatto.

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

- Item 6A:** Approval of the portions of the Minutes of the December 17, 2012 City Council / Successor Agency Meeting pertaining to the Successor Agency.

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

7. PUBLIC HEARING – None Scheduled

8. REGULAR CALENDAR – CITY COUNCIL

- Item 8A:** Discussion, consideration, and possible direction to staff concerning options for the use of the Maysonnave Cottage.

Planning Director Goodison reported that the City Council previously directed staff to explore the concept of altering the terms of the Maysonnave will in order to allow alternative uses of the cottage on the Maysonnave property as a means of facilitating its renovation and continued preservation. The terms of the will limited use of the property to a memorial park or museum.

DRAFT MINUTES

Goodison stated that the main residence on the property had been renovated for use by the Sonoma League for Historic Preservation as a historical museum and a large portion of the site west of the residence was in use as petanque and bocce courts. The cottage lies between the main residence and the courts, was vacant, and could not be occupied for any purpose until extensive renovation measures were implemented. Goodison explained that because subdividing the property was not consistent with the terms of the will, it would require utilization of the equitable deviation process. He then presented three options for Council consideration: 1) Demolition of the cottage at a cost of approximately \$80,000; 2) Subdivision of the property to create a 10,000 square foot parcel encompassing the cottage to be sold for occupancy as a single-family residence at a cost of approximately \$70,000; 3) Entering into a long term lease with an allowance for use of the cottage as a bed and breakfast utilizing the request for proposal process.

Clm. Rouse asked if the demolition cost could be reduced by conducting a controlled burn. Goodison responded that it was not a good site for a controlled burn and there were environmental issues to be considered due to the presence of lead paint and asbestos. Clm. Barbose inquired what the cost would be to bring the cottage up to public standard. Goodison stated the estimated cost was \$700,000.

Mayor Brown invited comments from the public. Stan Pappas stated that everyone he spoke to agreed that the City must adhere to the will as it was written.

Robert Felder suggested requiring the developer of the new proposed hotel to develop the cottage as an affordable single-family residence to mitigate the loss of housing due to the proposed development.

Joe Costello referred to correspondence from David De Long disputing the statement that the cottage did not merit being listing on the California Register of historic places. He said the North of the Mission Neighborhood Association would support options two and three.

Robert Demler, Vice President of the Sonoma League for Historic Preservation (League) but speaking as a private citizen, questioned why the City would require improvements on the cottage to be in compliance with the Department of Interior standards if the property was not historically significant. Goodison responded that it made sense to maintain the character of the building.

Barbara Wimmer, President of League, stated they did not want to see the cottage demolished and would support options two or three.

George McKale, City Historian but speaking as a private citizen, stated that if the City allowed demolition of all the buildings not on the list of historically significant buildings, Sonoma's charm would be destroyed.

Loyce Haran stated that a few years ago the League had proposed that the City give the demolition cost to them and they would raise the additional money necessary to rehabilitate the structure. When asked by Clm. Barbose if the League was still interested in that proposal, Ms. Haran responded they were not.

The following additional persons spoke in favor of honoring the will and not destroying the cottage: John Funich, Pat Cullinan, Gerry Marino, and Regina Baker.

DRAFT MINUTES

Clm. Barbose stated he was in favor of option 3. Clm. Rouse asked if the contractor who had submitted a proposal for use of the building wanted to speak. Jim Gabe of Benchmark Construction stated that, under their proposal, the cottage would be renovated for use as a vacation rental and they would consult the League regarding modifications.

It was moved by Clm. Gallian, seconded by Clm. Rouse, to pursue option three. Clm. Brown stated he would not support demolition or conversion to a vacation rental. He cited concerns regarding noise and other disturbances to neighboring property owners that are frequently associated with vacation rentals. He asked if Gallian would consider amending her motion to include exploration of the idea presented by Mr. Felder. Clm. Barbose stated that although he is an affordable housing advocate, he would not support that motion because this was not the right place for it. Clm. Brown stated he could not support the motion because the City was not in the rental or Bed and Breakfast business and he felt it would end up there in some form. Clm. Cook stated a desire to further explore the options. The motion carried three to two, Brown and Cook dissented.

9. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY - None

There were no items

10. COUNCILMEMBERS' REPORTS AND FINAL REMARKS - None

11. COMMENTS FROM THE PUBLIC - None

12. ADJOURNMENT

The meeting adjourned at 7:28 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 _____ 2012.

Gay Johann, MMC
City Clerk/Assistant to the City Manager



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

City Council Agenda Item: 5C

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City
Manager

Agenda Item Title

Approval and ratification of the appointment of Jeff Baptista as the alternate commissioner on the Design Review Commission for term ending January 28, 2015.

Summary

The Design Review Commission consists of 5 members and one alternate who serve at the pleasure of the City Council. At least four of the members and the alternate must be City residents. Appointments are made when a nomination made by the Mayor is ratified by the City Council.

Mayor Brown and Councilmember Barbose interviewed Mr. Baptista on January 8, 2013 and the Mayor has nominated him for appointment to the Design Review Commission to serve as the Alternate for an initial two-year term ending January 28, 2015.

Recommended Council Action

Ratify the nomination.

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:

Jeff Baptista's Commission Application

Copy to: Jeff Baptista via email



CITY OF SONOMA

COMMISSION APPLICATION

NAME: Jeff Baptista

ADDRESS: 773 Austin Ave, Sonoma

MAILING ADDRESS: Same

CONTACT INFO (Please include daytime & evening phone numbers and email address):

Daytime Cell (707) 731-3604 Daytime (Office) 707-261-8421 Evening (Home) 707-939-7108 Email Jeff.Baptista@Ledcor.com

COMMISSION OF INTEREST: Design Review Committee

HAVE YOU EVER ATTENDED A MEETING OF THIS COMMISSION? No

If you are not selected for the commission listed above, would you be interested in serving on any of our other commissions? If so, please indicate which commission(s):

Community Service and Environment Commission

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA? Fifteen

PRESENT OCCUPATION: Construction Manager for Large Commercial Construction Firm

EDUCATION		
SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Oregon State University	Civil Engineering	6/89 B.S Engineering

COMMUNITY SERVICE EXPERIENCE		
ORGANIZATION	DATES SERVED	POSITION
Sonoma Valley Citizens Advisory Commission	1/08 to 1/12	Commissioner 08-10, Vice Chairman 2011 and Chairman 2012

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(Use additional paper if necessary)

OTHER RELEVANT EXPERIENCE OR EXPERTISE: None

WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS COMMISSION?

The commission reviews projects and developments and evaluates the projects conformity to the unique architectural heritage of Sonoma.

WHICH ACTIVITIES OF THIS COMMISSION INTEREST YOU THE MOST?

I enjoy the process of providing useful feedback to the applicant that will help them conform to the architectural heritage of Sonoma.

WHICH ACTIVITIES INTEREST YOU THE LEAST?

None

WHAT WOULD BE YOUR GOAL AS A COMMISSIONER?

Serve the community

WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED?

Yes

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Ken Brown, City of Sonoma Councilman 707-938-3681

Greg Carr, County of Sonoma Planning Commissioner 707-996-5510

Yvonne Bowers, Vice Chairman SVCAC 707-843-0109

SOME COMMISSION POSITIONS MUST BE FILLED BY A **QUALIFIED ELECTOR** OF THE CITY OF SONOMA. A QUALIFIED ELECTOR IS A PERSON WHO IS 1) A U.S. CITIZEN; 2) AT LEAST 18 YEARS OF AGE; AND 3) RESIDES WITHIN THE BOUNDARIES OF THE CITY OF SONOMA.

ARE YOU A QUALIFIED ELECTOR OF THE CITY OF SONOMA?

YES

NO

I DECLARE UNDER PENALTY OF PERJURY THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.



Applicant Signature

11/25/12

Date

All submitted applications are available for public inspection.

Return completed form to:
City Clerk
City of Sonoma
No. 1 The Plaza
Sonoma CA 95476



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5D

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Approval of Ground Lease between the City of Sonoma and the Sonoma Dog Park Association, Inc., for the Ernest Holman Dog Park for a five-year term.

Summary

A dog park on City-owned property located on First Street West adjacent to the Police / Community Meeting Room facility was first approved in concept in October 1998 by the City Council at the suggestion of a group of local dog owners led by Sue Holman. This group worked with the Field of Dreams organization to install the improvements (which were funded by Sue Holman) for the dog park and the Field of Dreams was responsible for the maintenance until September 2005, when the City entered into the original lease with the then newly-formed Sonoma Dog Park Association.

The City entered into a lease agreement with the Sonoma Dog Park Association in 2005, whereby the Association formally assumed maintenance and operations of the Ernest Holman Dog Park. The lease allows for the premises to be used exclusively for the operation of a dog park, allowing the public to come to the park and exercise their dogs without leash restraint. A subsequent two-year lease prepared by City Attorney Walter and approved by the City Council was entered into for the period beginning February 2010 through January 31, 2012.

The terms of the lease remain unchanged with just the dates and term having been changed. It has been reviewed and approved by the City Attorney and representatives of the Dog Park Association and will be in effect from February 1, 2013 through January 31, 2018.

Recommended Council Action

Approve the Ground Lease and authorize the City Manager to execute the lease agreement on behalf of the City.

Alternative Actions

Request modifications or entertain other suggestions regarding the lease renewal.

Financial Impact

The lease is for \$1.00 per year. The Sonoma Dog Park Association is responsible for all maintenance and operations of the Park.

Environmental Review

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

Status

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

Attachments:

Proposed 2013-2018 Ground Lease

cc: Sonoma Dog Park Association, via email

GROUND LEASE

THIS LEASE AGREEMENT is made this 1st day of February 2013, by and between the CITY OF SONOMA, hereinafter sometimes referred to as "LANDLORD", and the SONOMA DOG PARK ASSOCIATION, INC., a California 501 (c) (3) non-profit corporation, hereinafter sometimes referred to as "TENANT".

WITNESSETH:

THE PARTIES DO HEREBY COVENANT, PROMISE AND AGREE AS FOLLOWS:

DESCRIPTION OF PROPERTY

1. The LANDLORD hereby leases to the TENANT and the TENANT hires from the LANDLORD for the term of this Agreement, the real property commonly known as the "Ernest Holman Dog Park" located in Sonoma, California, hereinafter called the "Premises." The leased premises is a parcel with dimensions approximately eighty-four (84) feet by one hundred and twenty (120) feet located on First Street West adjacent to the police/council chambers facility and to the Field of Dreams and more precisely described in Exhibit A which is attached hereto and by this reference made a part hereof.

LEASE TERM

2. Basic Term: The term of this lease ("Lease Term") is for a period of five (5) years, commencing on February 1, 2013 and terminating on January 31, 2018, unless sooner terminated or extended, as otherwise provided by the terms of this lease or by law.

RENT

3. The rent for said Premises shall be one dollar (\$1.00) per year during the Lease Term, due and payable on the date of execution of this Lease and thereafter on the first of July each and every year.

NEGATION OF PARTNERSHIP AND JOINT VENTURE

4. Nothing in this Lease shall be construed to render LANDLORD, in any way, or for any purpose, a partner, joint venturer or associate, in any relationship with TENANT, other than that of LANDLORD and TENANT, nor shall this Lease be construed to authorize either to act as agent for the other.

TAXES AND ASSESSMENTS

5. TENANT recognizes and understands that this Lease may create a possessory interest subject to property taxation and that TENANT may be subject to the payment of property taxes levied on such interest. TENANT agrees to promptly pay any such tax.

UTILITIES

6. TENANT shall pay promptly as they become due all charges for the furnishing of, electricity, garbage service, and other public utilities, including sanitary sewer services, to the demised Premises during the term of this Lease, including any water tax or water rate imposed

on the demised Premises for the furnishing of water to such premises during the term of this Lease.

USES, PURPOSES AND ACCESS

7. TENANT shall use and permit the use of the Leased Premises solely for operation of a dog park for the sole purpose of permitting the public to come on to the Premises with their dogs and allow their dogs to exercise without leash restraint. In carrying out the permitted use of the Leased Premises TENANT shall comply with the following requirements:

- a. At all times during the Lease Term, TENANT shall maintain the Premises and all improvements located thereon in a safe, aesthetically pleasing, clean, good and sanitary condition, which said obligations (i) shall be the sole responsibility of TENANT and, (ii) at a minimum, shall require TENANT to perform the following tasks:
 - (1) Mowing (no less than bi-monthly)
 - (2) Fertilizing (regular and as needed)
 - (3) Weed control, to be achieved without the use of herbicides or other chemicals
 - (4) Maintenance and repair of the automatic irrigation system in compliance with Section 13.10.060 (Water Waste Prohibitions) and Chapter 14.32 (Water Efficient Landscaping) of the City of Sonoma Municipal Code
 - (5) Supplying of bags or other system approved by the City Manager for removal of animal feces
 - (6) Weekly trash collection and removal
 - (7) Maintenance, repair and replacement as necessary of an existing five-foot high chain link fence around the perimeter of the Premises
 - (8) Maintenance, repair and replacement of any benches, trash receptacles, or other improvements on-site on the commencement date of this Lease and which may be installed in the future (by the LANDLORD or, with LANDLORD's permission, the TENANT, at LANDLORD's option)
 - (9) Maintenance and replacement of trees and plants
 - (10) Installation, maintenance, repair and replacement of signs identifying the Premises as a dog park and signs advising users of the rules and regulations for use of the facility, subject to the approval of the City Manager as set forth in subsection (d) below
 - (11) Establishment and timely enforcement of rules and regulations for the use of the Premises subject to the approval of the City Manager
 - (12) Preventing users of the Premises from allowing their dogs to run at large outside of the Premises and in the vicinity of the Premises or to enter the Field of Dreams playing fields
 - (13) Maintaining accessibility into the facility and accessibility of facility features and programs as required by the Americans With Disabilities Act (ADA) and applicable State law.

- b. TENANT shall not do or permit anything to be done in or about the Premises, or bring to keep anything therein, which will in any way constitute a nuisance or affect fire or other insurance on the Premises, or which shall in any way conflict with any law, ordinance, rule or regulation affecting the occupancy, use or safety of the Premises which is or may hereafter be enacted or promulgated by any public authority including the LANDLORD and/or County of Sonoma. TENANT shall not store any hazardous materials on the Premises.
- c. TENANT shall not commit or suffer to be committed any waste on the Premises or obstruct or interfere with the rights of other tenants of LANDLORD, or annoy them, or allow the Premises to be used for any improper, unlawful or objectionable purpose.
- d. TENANT shall not place or maintain or permit the placing or maintaining of any sign or device of any kind, nature or description on the Premises without the written approval of the City Manager.

8. Temporary Uses and Changes in Permitted Uses: TENANT may use the Premises, or permit them to be used, for any other lawful purpose which, in the sole determination of LANDLORD, would not interfere with the use of the Premises or the use or development of adjacent public properties in a matter determined by LANDLORD to be in the public interest, as long as any such temporary use or changes of use is related to maintenance and operation of a dog park. Any such change, of use shall be made only upon LANDLORD'S prior written consent.

ASSIGNMENT SUBLETTING

9. Assignment by TENANT: TENANT shall have no right to encumber the leasehold hereunder in any manner and shall not assign, sublet, hypothecate or otherwise transfer whether voluntarily, involuntarily, or by operation of law, its interest in this Lease or any part thereof without the prior written approval of LANDLORD, which said approval may be withheld in the sole and unfettered discretion of the LANDLORD. No such assignment or transfer shall be valid or binding without said prior written approval, and then only upon the condition as such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions and restrictions of this Lease. An attempted assignment or transfer not in compliance with the provisions of this article shall be grounds for LANDLORD's termination of this Lease. Consent to any assignment or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment or transfer.

REQUIRED GOVERNMENTAL APPROVALS

10. TENANT shall procure and deliver to LANDLORD, at TENANT's expense, evidence of compliance with all then applicable codes, ordinances, regulations and requirements for permits and approvals, including but not limited to, environmental approval, any required city or county zoning or planning approvals, grading permit, building permit, agricultural permit and any other approvals from governmental agencies or bodies having jurisdiction.

CONDITION OF THE PREMISES AND LIABILITY THEREFOR

11. a. LANDLORD makes no covenant or warranties respecting the condition of the soil or sub-soil, or any other condition of the Premises. The parties acknowledge and agree that immediately prior to the commencement of the Lease Term, TENANT has been using the Premises for a dog park for a number of years and, as such, is intimately familiar with the Premises, its soils, its improvements and all of its conditions. TENANT acknowledges that it has had ample opportunity to test and make any investigations of the Premises that it desired and that based on those tests and investigations, TENANT is completely satisfied with the Premises, its improvements and all its conditions. TENANT agrees to take the Premises in its "as is" condition with all its faults and defects.

b. By taking possession of the Premises, TENANT shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. LANDLORD shall have no obligation whatsoever to alter, remodel, improve or repair the Premises or any part thereof, and the parties affirm that LANDLORD has made no representations to TENANT respecting the condition of the Premises or any part thereof or any improvements located thereon. TENANT waives the right to make repairs at LANDLORD's expense under any law, statute or ordinance.

LIABILITY AND WORKERS COMPENSATION INSURANCE

12. During the term hereof, TENANT, at its expense, shall maintain in full force a policy or policies of broad form commercial general liability insurance, including property damage written by one or more responsible insurance companies admitted and licensed to do business in California having a rating of not less than Best's A +AAA rating, that will insure TENANT and LANDLORD against liability for any injury to persons and property and for death of any person or persons occurring in or about the Premises. The liability under such insurance shall be in an amount of not less than \$2,000,000 General Aggregate for bodily injury and property damage and shall name the City of Sonoma, its officials, caretakers, employees and volunteers as additional insured by endorsement. The form, endorsements and coverage of said policy or policies shall be subject to the reasonable approval of the LANDLORD.

13. Prior to the commencement date, the TENANT shall deliver to LANDLORD, policies or certificates evidencing the purchase of insurance required herein. Such policies shall be for a period of not less than one (1) year and shall not be cancelable except upon thirty (30) days prior written notice to LANDLORD. Further, TENANT agrees that thirty (30) days prior to the expiration of any such policy of insurance, TENANT will deliver to LANDLORD a renewal or new policy to take the place of the policy expiring. Should TENANT fail to furnish to LANDLORD the insurance policies required hereunder within five (5) days after notice from LANDLORD, LANDLORD may obtain such insurance and the premiums on such insurance shall be deemed additional rental to be paid by TENANT unto LANDLORD upon demand.

14. Workers' Compensation Insurance: TENANT shall maintain workers' compensation insurance as is required by law and provide evidence thereof to the LANDLORD at the same times applicable to the commercial general liability policy described above. Said workers' compensation insurance policy shall be endorsed so that all rights of subrogation against LANDLORD, its officers and employees when acting within the scope of their appointment or employment are waived.

PROTECTION OF LANDLORD AGAINST COST OR CLAIM

15. No reference to the Mechanic's Lien Law made in this Agreement shall be construed to be an agreement or an acknowledgment that such law applies to improvements constructed pursuant to this Agreement, or that such improvements are, or are not, public works. TENANT shall pay, or cause to be paid, the total cost and expense of all works of improvement, as that phrase is defined in the Mechanic's Lien Law (commencing with California Civil Code §3109). No such payment shall be construed as rent. TENANT shall not suffer or permit to be enforced against the Premises, or any part of it, any mechanic's, material men's, contractors or subcontractor's lien arising from any work of improvement, however it may arise. However, TENANT may, in good faith, and at TENANT's own expense, contest the validity of any such asserted lien, claim or demand, provided TENANT has furnished the bond required in Civil Code §3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such a lien claim). TENANT shall defend and indemnify LANDLORD against all liability and loss of any type, arising out of work performed on the premises by TENANT, together with all costs and expenses (including attorneys' fees, witness fees, and other litigation fees and costs) incurred by LANDLORD in negotiating, settling, defending or otherwise protecting against such claims.

16. If TENANT does not cause to be recorded the bond described in California Civil Code §3143, or otherwise protect the property under any alternative or successor statute, and a final judgment has been rendered against TENANT by a court of competent jurisdiction for the foreclosure of a mechanic's, material men's, contractor's or subcontractor's lien claim and if TENANT fails to stay the execution of the judgment by lawful means or to pay the judgment, LANDLORD shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. TENANT shall reimburse LANDLORD for all sums paid by LANDLORD under this paragraph, together with all LANDLORD's reasonable costs plus interest on those sums, and costs at the maximum rate an individual is permitted by law to charge from the date of payment until the date of reimbursement.

IMPROVEMENTS

17. a. TENANT shall not, without LANDLORD's prior written consent (which consent may be withheld in the sole and unfettered discretion of the LANDLORD) construct, install, modify, alter, improve, repair or in any way change the Premises or any structure, facility, appliance or electrical or mechanical improvement now or hereafter in place on the Premises. Improvements shall include, but are not limited to, benches, tables, dog watering devices, storage facilities, fences, signs and the planting, removal or major pruning of trees. Title to all improvements that constitute a part of the Premises at the commencement of the Lease Term shall be and remain in the LANDLORD. All improvements constructed on the Premises by TENANT as permitted by this Lease shall be owned by the TENANT until the termination of this Lease, at which time shall, without compensation to the TENANT, then become LANDLORD's property free and clear of all claims to or against them by TENANT or any third person. And TENANT shall defend and indemnify LANDLORD against all liability and loss (including attorneys' fees, witness fees and other litigation fees and costs) arising from such claims or from LANDLORD's exercise of the rights conferred by this paragraph.

b. TENANT shall not pledge, place a lien upon or encumber in any fashion whatsoever, the leasehold estate granted hereunder, the Premises or any part thereof, any improvements on the Premises or the real property described in Exhibit "A".

TERMINATION & EXPIRATION

18. LANDLORD and TENANT agree that every condition, covenant and provision of this Lease is material and reasonable. Any breach by TENANT of a condition, covenant or provision of this Lease will constitute a material breach. For any material breach by TENANT, LANDLORD shall provide TENANT with a written notice that describes the breach and demands that TENANT cure the default (if a cure is possible) within thirty (30) days. If TENANT does not cure the default within the thirty (30) days, or if a cure is not possible, this Lease will be terminated. Termination of this Lease for a breach by TENANT will not occur unless the foregoing events occur.

Events constituting a default by TENANT include, but are not limited to:

- a. Failure to pay rent when due
- b. Use of the Premises for any unlawful purpose
- c. Abandonment of the Premises
- d. Assigning or submitting the leased Premises without the prior written consent of LANDLORD
- e. Committing waste on the leased Premises
- f. Maintaining, committing, or permitting the maintenance or commission of a nuisance on the leased Premises
- g. Any material failure to keep the premises in a sanitary condition or to dispose of all trash, garbage and animal waste
- h. Altering the premises in any manner, except as provided in this lease agreement
- i. Failure to perform any other provision, covenant, or condition of this Lease

In the event of TENANT's default hereunder, in addition to termination of the Lease, the LANDLORD shall have the right to any other remedy now or hereafter available to LANDLORD under the laws of the State of California.

19. TENANT'S Duty to Surrender: At the expiration or earlier termination of the Lease Term, TENANT shall surrender to LANDLORD the possession of the Premises. TENANT shall leave the surrendered Premises, and any other property, in good and broom-clean condition. All property that TENANT has used hereunder shall become LANDLORD'S property at termination of the Lease. If TENANT fails to surrender the premises at the expiration or sooner termination of this Lease, TENANT shall defend and indemnify LANDLORD from all liability and expense (including attorneys' fees, witness fees, and other litigation fees and costs) resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding TENANT resulting from TENANT'S failure to surrender.

20. Holding Over: This Lease shall terminate without further notice at expiration of the Lease Term. Any holding-over by TENANT after expiration shall not constitute a renewal or extension or give TENANT any rights in or to the Premises except as expressly provided in this Lease. Notwithstanding the foregoing, no termination of this Lease shall release TENANT from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

LANDLORD'S NON LIABILITY: INDEMNIFICATION BY TENANT

21. Neither LANDLORD nor LANDLORD'S agents, employees and officers shall be liable for any injury or damage to persons or loss of any property of TENANT or of anyone else by theft or otherwise arising out of or occurring during TENANT'S possession and/or use of the Premises. In addition, TENANT shall indemnify, hold harmless, release and defend LANDLORD, its agents, officers and employees from and against any and all actions, claims, damages, liabilities, disabilities or expenses (including attorneys' fees, witness fees, and other litigation fees and costs) that may be asserted by any person or entity, including TENANT, arising directly or indirectly out of or in connection with:

- a. The use of the Premises in any manner by TENANT, its agents, employees, invitees, licensees, contractors or others, including any use of the Premises not allowed under this Lease.
- b. Any breach by TENANT of the terms, covenants or conditions herein contained.
- c. Any other activities of TENANT, its agents, employees, invitees, licensees, contractors or others, arising under this Lease.

ATTORNEY'S FEES

22. In the event that either party hereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this lease by him to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to his court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if any. The Court will determine who is the "prevailing party," whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover its attorney's fees. The CITY OF SONOMA specifically waives any right to recover statutory damages pursuant to California Code of Civil Procedure Section 1174.

MATTERS REQUIRING CONSENT OF LANDLORD

23. Delegation to City Manager: There are various provisions throughout this Lease that require consent or the approval of the "LANDLORD". Unless expressly stated to the contrary herein, said approval authority is hereby delegated to the City Manager.

NO WAIVER

24. Waiver by either party of a breach of any covenant of this lease agreement will not be construed to be a continuing waiver of any subsequent breach. No waiver by either party

of a provision of this lease agreement will be considered to have been made unless expressed in writing and signed by all parties.

TIME OF ESSENCE

25. Time is of the essence of each provision of this Lease agreement.

MISCELLANEOUS

26. Captions: The captions of various articles and paragraphs of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part or parts of this Lease.

27. Gender: The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and each includes corporation, partnership or other legal entity when the context so requires.

28. Singular and Plural: The singular number includes the plural wherever the context so requires.

29. Merger: This Lease is intended both as the final expression of the agreement between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure §1856. No modification of this Lease shall be effective unless and until such modification is evidenced by a writing signed by both parties. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

30. Successors: Subject to the provisions of this Lease on assignment, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

31. Applicable Law: This Lease shall be construed and interpreted in accordance with the laws of the State of California except a otherwise expressly provided herein, or as otherwise required by applicable law from time to time during the term.

32. Covenants and Conditions: All provisions of this Lease whether covenants or conditions, on the part of TENANT shall be deemed to by both covenants and conditions and such covenants shall survive termination.

33. No Discrimination: TENANT 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 in regard to access to facilities, programs and services by persons with disabilities.

34. Authorization to Execute: Each individual executing this Lease on behalf of a corporation or other entity, warrants that s/he is authorized to do so by appropriate corporate resolution and this agreement constitutes the legally binding obligation of the entity which s/he represents.

35. Landlord's Right of Inspection: LANDLORD may, at any reasonable time and from time to time during the Lease Term, enter upon the Premises for the purpose of inspecting same and for such other purposes as may be necessary or proper for the reasonable protection of its interests.

SERVICE OF NOTICES

36. For the purpose of service of process and service of notices and demands on TENANT, the address is:

Chief Financial Officer
Sonoma Dog Park Association, Inc.
P.O. Box 532
Vineburg CA 95487

For the purpose of service of process and service of notices and demands on LANDLORD, the address is:

City Manager
City Hall
No. 1 the Plaza
Sonoma, CA 95476

Any notice required to be given pursuant to this Lease shall be given in writing to the other party either personally or by depositing the same in the United States mail, by first-class mail, registered or certified, postage prepaid, addressed to the other party at the address set out above. Any notice delivered by mail shall be deemed delivered 3 days after the date of deposit in the mail.

IN WITNESS WHEREOF the parties hereto execute this Agreement on the dates set forth below.

CITY OF SONOMA:

SONOMA DOG PARK
ASSOCIATION, INC.:

Date: _____

Date: _____

By: _____
City Manager

By: _____
Chief Financial Officer

Attest:

By: _____
City Clerk

By: _____
President



Dog Park Site Plan



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5E

Meeting Date: 1/28/13

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Authorization for the City to enter into an agreement with Marilyn Pinelli Gallagher Trust, on behalf of Royal Crown Cleaners, for groundwater monitoring wells associated with 32 Patten Street, Sonoma

Summary

The property at 32 Patten Street was once the location of underground fuel storage tanks. The site has been the subject of groundwater monitoring for several years with respect to the levels of toxin contaminants remaining in the soil. The Sonoma County Department of Health Services (DHS) has approved a Remedial Action Completion Certification pending the proper destruction of the monitoring wells and soil vapor probes associated with the site. The County DHS has approved the dry cleaners site on Broadway (Royal Crown Cleaners) to assume ownership/responsibility for selected monitoring wells. The issue of the assumption of these wells was discussed by the Successor Agency of the former Sonoma Community Development Agency on May 7, 2012. Direction was given to staff and legal counsel to complete their review of the agreement. It was subsequently determined that the City, the Successor Agency and Royal Crown Cleaners were all parties to the agreement. After researching the action of May 7, 2012 the City Attorney advised that the Council also needed to approve the agreement and authorize the City Manager to sign. Following approval by the City Council the agreement can be finalized and recorded.

Recommended Council Action

Approve City to enter into agreement and authorize the City Manager as signatory to the agreement.

Alternative Actions

Do not authorize, and thus not comply with suggestion of Sonoma County Department of Environmental Health and the San Francisco Bay Regional Water Quality Control Board.

Financial Impact

Cost savings of \$5,000 to \$10,000 through transferring the cost to destroy the wells from the Successor Agency to Royal Crown Cleaners.

Environmental Review

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

Status

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

Attachments:

Agreement

cc:

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

City Clerk
City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

APN# _____

LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into as of _____, 2013 ("Effective Date"), by and between CITY OF SONOMA, a municipal corporation and the City of Sonoma as Successor Agency to the dissolved former Redevelopment Agency of the City of Sonoma ("City" or "Licensor") and the MARILYN PINELLI GALLAGHER TRUST ("Licensee").

RECITALS

- A. The City of Sonoma is the owner of that certain street right of way, commonly known as Broadway Street, located in the City of Sonoma, County of Sonoma, State of California (the "Right of Way").
- B. Located within the Right of Way, the Licensor has installed groundwater monitoring wells identified as MW-5 and MW-6, as depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Right of Way Wells").
- C. The City of Sonoma as Successor Agency to the dissolved former Redevelopment Agency of the City of Sonoma, is the owner of the real property adjacent to the Right of Way Wells and commonly known as known as 32 Patten Street, Sonoma, CA (the "Patten Property"), Licensor has installed an additional groundwater monitoring well identified as MW-3R, as depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Patten Well").
- D. The Right of Way Wells and the Patten Well were installed for the purpose of monitoring potential groundwater contamination associated with the Patten Property.
- E. Licensor no longer needs the Right of Way Wells and the Patten Well for its assessment of the Patten Property and is willing to permit Licensee to use and maintain, said Right of Way Wells and the Patten Well, for the investigation and remediation of hazardous material releases associated with property owned by Licensee commonly know as 568 Broadway, Sonoma CA, and as more particularly described in Exhibit B,

attached hereto and incorporated herein by reference ("Licensee's Property"), in accordance with the terms and conditions set forth in this License Agreement.

F. Licensee is willing to assume total and complete responsibility for operation, maintenance, repair, replacement, liability and abandonment of the Right of Way Wells and the Patten Well at Licensee's sole cost and expense, subject to the provisions hereof and as more fully set forth herein.

G. Licensor is willing to grant a license to Licensee on the terms and conditions hereinafter set forth for the sole purpose of permitting Licensee to use the Right of Way Wells and the Patten Well as specified herein.

FOR VALUABLE CONSIDERATION, the receipt of which is acknowledged, the parties agree as follows:

1. Grant of License. Licensor grants to Licensee and its agents, employees, contractors, subcontractors, licensees and invitees (collectively, "Agents"), subject to the conditions and covenants of this License Agreement, an license over and right of entry on and use of the Right of Way, the Patten Property the Right of Way Wells and the Patten Well for the sole and limited purpose implementing the investigative activities that have been reviewed and approved by the San Francisco Bay Regional Water Quality Control Board ("Regulatory Agency") associated only with the investigation ad remediation of hazardous materials associated with Licensee's Property. The anticipated activities consist of:

- (a) Sampling the Right of Way Wells and the Patten Well, including collection of groundwater and vapor samples therefrom and analysis of said samples.
- (b) Maintenance of said Right of Way Wells and the Patten Well, including, but not necessarily limited to wellhead maintenance, safety monitoring and repair, compliance with permitting and other governmental requirements as set forth from time to time by the City of Sonoma, the County of Sonoma, the Regulatory Agency and/ or the California Department of Transportation ("CalTrans").
- (c) Proper abandonment and decommissioning of the Right of Way Wells and the Patten Well or any of them upon the termination of the rights set forth in this License as to the Right of Way Wells and the Patten Well either collectively or individually or after the Right of Way Wells and the Patten Well, or any of them collectively or individually are no longer need for the investigation and remediation of hazardous materials releases associated with the Licensee's Property.
- (d) Prior to entry upon the Right of Way and/or the Patten Property, Licensee shall provide 48 hours advance notice to Licensor.

(e) Licensor shall have the right but not the duty to oversee all activities of Licensee upon the Right of Way and Patten Property, including, but not limited to, collection and testing of split samples.

(f) Licensee shall upload all investigation data and reports to the Geotracker website. If requested by Licensor, Licensee shall provide such other copies of the investigation data and reports as reasonable specified by Licensor.

(g) Licensee shall be considered the generator with respect to wastes produced during the sampling. Licensee shall collect and dispose of all wastes in a lawful manner and in accordance with paragraph 7 hereof.

2. License Non-exclusive. This Agreement and the rights to use the Right of Way and the Patten Property for the purposes of access to the Right of Way Wells and the Patten Well granted hereunder are non-exclusive and Licensee understands and agrees that the primary purpose of the Right of Way is as a public street owned and operated for transportation purposes. Licensee understands that the Right of Way may, at any time and from time to time be used and improved by any person or entity, including, but not limited to Licensor for purposes which may interfere with, interrupt or result in the termination of Licensee's access to or use of the Right of Way or the Right of Way Wells. Licensee further understands that the Patten Property may, at any time and from time to time be sold or transferred or may otherwise be used by any person or entity, including, but not limited to Licensor for purposes which may interfere with or interrupt Licensee's access to or use of the Patten Property or the Patten Well.

3. Prior Rights. This grant is made subject and subordinate to the prior and continuing rights and obligation of Licensor, its successors and assigns, to use all of the Property described in this Agreement in the performance of its municipal operations or as may hereafter be granted to any purchaser of the Patten Property.

4. Claims of title. This grant of License is made subject to all other licenses, leases, easements, restrictions, conditions, covenants, encumbrances, agreements, liens and claims of title which may affect the Right of Way or the Patten Property. The word "grant" shall not be construed as a covenant against the existence of any of these.

5. Term of License.

(a) The term of this License shall commence on the Effective Date and shall expire upon its termination pursuant to subsections (b) – (e) below.

(b) In the event that Licensee should fail to perform any obligation to be performed by it hereunder and such failure shall continue for 30 days after Licensee received written notice thereof from Licensor, or such longer period of

time is reasonably necessary to cure such failure using continuous, diligent and good-faith efforts, then this Agreement shall terminate except for the obligations already incurred and the indemnity obligations set forth in Section 7 and 9 hereof.

(c) In the event that a contract is entered into to transfer any part of the Patten Property at any time during the Term of this License, Licensor may, upon thirty (30) calendar days written notice to Licensee Terminate all or any part of this Agreement this Agreement.

(d) In the event that the Right of Way Wells and the Patten Well are no longer needed for the investigation and remediation of hazardous materials releases associated with Licensee's Property and upon the proper abandonment and decommissioning of the Right of Way Wells and the Patten Well then this Agreement shall terminate except for the obligations already incurred and the indemnity obligations set forth in Section 7 and 9 hereof.

(e) In the event that Licensor requires use of the Right of Way or the Patten Property for any purpose which would require, in the sole discretion of Licensor, the elimination of the Right of Way Wells or the Patten Well or any of them, upon ninety (90) days advance written notice to Licensor (Notice of Termination), which notice shall identify the portion or portions of the License to be terminated and the affected wells, Licensor shall commence abandonment and decommissioning of the Right of Way Wells and/or the Patten Well as set forth in the Notice of Termination. Upon completion of the proper abandonment and decommissioning as set forth in the Notice of Termination, then this Agreement shall terminate except for the obligations already incurred and the indemnity obligations set forth in Section 7 and 9 hereof.

6. Permits, Licenses and Approvals; Condition of Property; Bonds.

(a) As a condition to Licensee's right to use the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well as set forth herein, Licensee shall obtain any required permits, licenses and approvals from Licensor, Regulatory Agency or any other governmental agencies having jurisdiction over Licensee's use of the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well. Licensee shall maintain such permits, licenses and approvals in force throughout the term of this License. Licensee shall be solely responsible for any and all fees, charges, or other expenses that may be imposed by any Licensor, the Regulatory Agencies or any other governmental agencies in connection with Licensee's use of the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well.

(b) Licensor makes no warranty or representation of any kind concerning the

condition of the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well, or the fitness thereof for the uses of Licensee contemplated and authorized herein, and hereby disclaims any personal knowledge with respect thereto, it being expressly understood by the parties that Licensee has personally inspected the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well, knows its condition, finds it fit for Licensee's intended use and accepts the same in its "AS IS" condition.

(c) Prior to any work on the Right of Way and/or the Patten Property, Licensee shall make reasonable efforts to identify subsurface utilities in the vicinity of the planned work. Where subsurface utilities are identified and interfere with planned work, Licensee shall adjust planned work to protect known subsurface utilities.

(d) Licensee shall ensure that none of its activities in or on the Right of Way or the Patten Property unreasonably interferes with or delays any other activities that are or may be in progress thereon.

(e) Licensee shall, upon execution of this Agreement, deposit with Licensor cash in the sum of \$_____, or satisfactory improvement security as determined by Licensor in said amount to secure faithful performance of this Agreement and every part thereof by Licensee. Any additions, alterations, or modifications of this Agreement including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the improvement security given in connection with this Agreement.

(f) Licensee shall, upon execution of this Agreement, deposit with City cash in the sum of \$_____, or a satisfactory improvement security as determined by Licensor in said amount to guarantee payment to contractors, subcontractors and persons renting equipment or furnishing labor or materials for improvements covered by this Agreement and every part thereof by Licensee. Any additions, alterations or modifications to this Agreement including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the improvement security given in connection with this Agreement.

7. Alterations, Repair and Maintenance.

(a) Licensee agrees, at its sole cost and expense, to keep the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well Property in reasonably good, safe, clean and slightly condition, reasonably free from waste to the reasonable satisfaction of Licensor. Licensee shall bear the entire cost and expense of altering, repairing, maintaining and operating the Right of Way Wells and the Patten Well during the Term hereof.

(b) All work on the Right of Way Wells and/or the Patten Well by Licensee shall be performed in a good and workmanlike manner satisfactory to Licensor in Licensor's sole discretion.

(c) No further alterations to the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well Property may be made without prior approval of Licensor. With respect to any work done or permitted to or upon the Right of Way, the Right of Way Wells, the Patten Property and the Patten Well, Licensee shall be solely responsible for and shall fully pay for all materials and labor.

(d) Licensee shall not suffer any mechanics' or materialmen's liens of any kind to be enforced against the Right of Way or the Patten Property for any work done or materials furnished at Licensee's request. If any such liens are filed, Licensee shall bond or remove within 30 days of learning of the same, at Licensee's own expense, and shall pay any judgment which may be entered in connection therewith. Should Licensee fail, neglect, or refuse so to do, Licensor, after 48 hours prior notice to Licensee, after five business days prior written notice to Licensee, shall have the right to pay any amount required to release any such liens, or to defend any action brought, and to pay any judgment entered. Licensee shall be liable to Licensor for all costs, damages, reasonable attorneys' fees, and any amounts expended in defending any proceedings or in the payment of any of said liens or any judgment. Licensor may post and maintain upon the property notices or nonresponsibility as provided by applicable law.

8. Restriction on Use. Licensee agrees that, by way of example only and without limitation, the following uses of the Right of Way and the Patten Property by Licensee, or any one permitted by Licensee to use same, are inconsistent with the limited purpose of this License and are strictly prohibited as provided below:

(a) Dumping. Licensee shall not cause or permit the dumping or other disposal on, under or about the Right of Way and the Patten Property of refuse, Hazardous Material (as defined below) or any other materials that could pose a hazard to the human health or safety of the environment.

(b) Hazardous Material. As part of Licensee's periodic sampling of the Right of Way wells and the Patten Well, wastewater (purge water and possibly development water) will be generated. The wastewater is anticipated to be a Hazardous Material. Licensee shall capture, containerize, promptly remove from the Right of Way and Patten properties, and lawfully dispose of this wastewater. Other than as set forth in the immediately preceding sentence, Licensee shall not cause, nor shall Licensee allow any of its Agents to cause, any Hazardous Material (as defined below) to be brought upon, kept, used, stored, generated or disposed of in, on or about the Right of Way and/or the Patten Property, or transported to or

from the Right of Way and/or the Patten Property Property, except as may be permitted by applicable law for standard cleaning uses and that Licensee and its Agents may use vehicles and equipment customarily used during the course of its normal activities and shall be in full compliance with all applicable environmental laws. Licensee shall immediately notify Licensor when Licensee learns of, or has a reasonable belief that, a release of Hazardous Material has occurred in, on or about the Right of Way and/or the Patten Property. Licensee shall further comply with all applicable laws requiring notice of such releases or threatened releases to mitigate the release or minimize the spread of contamination. In the event that the Licensee or its Agents cause a release of Hazardous Material, Licensee shall at Licensee's sole cost and in accordance with all applicable laws and regulations, return the Right of Way and/or the Patten Property to the condition immediately prior to the release. In connection therewith, Licensee shall afford Licensor a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material. For purposes hereof, "**Hazardous Material**" means material that, because of its quantity, concentration or physical or chemical characteristics, is at any time now or hereafter deemed by any federal, state or local governmental authority having power and jurisdiction over the Right of Way and/or the Patten Property to pose a present or potential hazard to public health, welfare or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 99601 et seq., or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials whether or not such materials are part of the Property or are naturally occurring substances in the Property, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, or under or about the Right of Way and/or the Patten Property. Licensee shall clean up and remove petroleum, oil and lubricant products or any other objectionable materials deposited on the Right of Way and/or the Patten Property by any users thereof to the satisfaction of the Licensor. This indemnity shall survive termination of this Agreement.

(c) Nuisances. Licensee shall not conduct any activities on or about the Right of Way and/or the Patten Property that constitute waste, nuisance or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises or lights) to Licensor, to the owners or occupants of neighboring property or to the public.

(d) Licensee shall indemnify, hold harmless and defend (with counsel reasonably satisfactory to Licensor) Licensor, its elected and appointed officials, officers, employees and agents, against all liability, cost and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys' fees and consulting, engineering and construction costs) incurred by Licensor as a result of Licensee's breach of this section or as a result of any such release, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the term of the license. This indemnity shall survive termination of this Agreement.

9. Assumption of Risk. Licensee shall assume all risk of any damage whatsoever on the Property or any personal property of Licensee or its Agents while on the Property. Licensor shall have no responsibility for providing any physical or active security measures, such as patrols or watch standing, for the Property.

10. Indemnity. Licensee agrees to indemnify, defend, protect and save harmless City, its officers, employees, agents, successors, and assigns (collectively the "Indemnified Parties"), from and against any and all claims, liabilities, penalties, costs, damages expenses causes of action, judgments, failure to comply with any current or prospective laws, attorney's fees, for loss or damage to property and for injury or death of any person arising out of or connected with the activity of Licensee hereunder.

It is the intention of the parties that should any term of this indemnity provision be found to be void or unenforceable, the remainder of the provision shall remain in full force and effect. This indemnity shall survive termination of this Agreement.

11. Insurance. Upon signing this License Agreement, Licensee shall provide Licensor with satisfactory evidence, in the form of a Certificate of Insurance and properly executed endorsements, that it and its contractors or other agents who will obtain access to the Right of Way and/or the Patten Property pursuant to this License ("Contractors") are insured in accordance with the this Section 10. All such insurance shall remain in effect throughout the term of this License and shall be at the sole cost and expense of Licensee (and its Contractors). Licensee agrees to procure and maintain, and to require its Contractors to procure and maintain, at its (or its Contractors') sole cost and expense (and to prove to Licensor's reasonable satisfaction that it remains in effect) the kinds of insurance described below:

- a) Workers' Compensation and Employers' Liability Insurance. Licensee shall procure and maintain and require its contractor[s] to procure and maintain Workers' Compensation Insurance in accordance with the laws of the State of California and Employers' Liability Insurance in the amount of \$2 million. Licensee shall insure the procurement and maintenance of such insurance by all

contractors engaged to work on the Property. The Employers' Liability Insurance policy shall contain a waiver of subrogation in favor of the City of Sonoma, its elected and appointed officials, officers, employees, and agents while acting in such capacity, and their respective successors and assigns.

b) Liability Insurance. Licensee shall procure and maintain and require its contractor[s] to procure and maintain the following kinds of liability insurance, which shall include as additional insured the City of Sonoma and its elected and appointed officers, employees and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly or severally:

(1) Commercial General Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$2,000,000. This insurance coverage shall include, but not be limited to, premises and operations; contractual liability covering the indemnity provisions contained in this Agreement; products and completed operations; broad form property damage; and contain no exclusion of explosion, collapse, and underground coverage.

(2) Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability covering all motor vehicles including owned, non-owned and hired vehicles and mobile equipment to the extent it may be excluded from general liability insurance.

(c) Upon signing this License Agreement, Licensee shall file and shall require its contractor(s) to file a Certificate[s] of Insurance and properly executed endorsement[s] with the City of Sonoma evidencing the required coverage and endorsement[s] and, upon request, a certified duplicate original of any of those policies. To the extent available at commercially reasonable and competitive costs, the certificates of insurance required to be delivered by Licensor and its Contractor shall stipulate that:

(1) The insurance company[ies] issuing such policy[ies] shall give written notice to the Licensor of any material alteration, or reduction in aggregate limits, if such limits apply, and provide

at least thirty (30) days' notice of cancellation.

- (2) That the policy[ies] is[are] Primary Insurance and the insurance company[ies] providing such policy[ies] shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any other insurance which is in effect for the benefit of the Licensor.
- (3) The policy shall also stipulate that inclusion of the City of Sonoma as additional insured shall not in any way affect the rights of such additional insured as respects any claim, demand, suit or judgment made, brought or recovered against the Licensee, and shall protect them in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as insured.

(d) The insurance policy[ies] shall be written by an insurance company or companies reasonably acceptable to Licensor. Such insurance company shall be authorized to transact business in the State of California.

12. Compliance with Laws. The Permitted Use of the Right of Way, the Patten Property, the Right of Way Wells and the Patten Well shall conform to all applicable City zoning laws and regulations. Licensee shall comply, at Licensee's expense, with all applicable laws, regulations, rules and orders with respect to the use thereof, regardless of when they become or became effective, including, without limitation, those relating to construction, grading, signage, health, safety, noise, environmental protection, hazardous materials, waste disposal and water and air quality, and shall furnish reasonably satisfactory evidence of such compliance upon request of Licensor.

13. Notices. All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or by overnight courier, to the appropriate address indicated below or at such other place or places as either Licensor or Licensee may, from time to time, respectively, designate in written notice given to the other. Notices shall be deemed sufficiently served four (4) days after the date of mailing or upon personal delivery.

To Licensee: Marilyn Pinelli Gallagher Trust

P.O. Box 34
Watonga, OK 73772

With a copy to: WF Swearingen, Inc.
6255 Sunset Blvd., Suite 714
Hollywood, CA 90028

To Licensor: City of Sonoma
#1 The Plaza
Sonoma, CA 95476
Attn: City Manager

14. Successors and Assigns. Licensee shall not assign nor sublet, in whole or in part, any rights covered by this Agreement, or permit any other person, firm or corporation to use, in whole or in part, any of the rights or privileges granted pursuant to this Agreement, without first obtaining the written consent of the Licensor, which may be withheld in Licensor's sole discretion.

15. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the waiver, and then the waiver shall be operative only for the time and to the extent stated. Waivers of any covenant, term or condition by either party shall not be construed as waivers of any subsequent breach of the same covenant, terms or condition. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary their consent or approval to or of any subsequent similar acts.

16. Severability. Each provision of this Agreement is intended to be severable. If any term or provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

17. Attorneys' Fees. If any legal proceeding should be instituted by either of the parties to enforce the terms of this Agreement or to determine the rights of the parties under this Agreement, the prevailing party in the proceeding shall receive, in addition to all court costs, reasonable attorneys' fees.

18. Condemnation. In the event all or any portion of the License is condemned for public use, Licensee shall receive no compensation whatsoever, unless a specific amount is awarded for the taking and damaging of any Licensee's improvements or property on the Right of Way and/or the Patten Property and in such case compensation shall be limited to the amount awarded for such taking or damage.

19. Well Maintenance and Well Abandonment/Decommissioning. At the end of the Term of this Agreement or upon any earlier termination hereof, Licensee shall properly abandon and decommission the Right of Way Wells and the Patten Well by pressure grouting (or other method required by the Licensor and Regulatory Agency), removing the well head vaults, and restoring the ground surface of the Right of Way and Patten Property to a condition that reasonably matches the surrounding area to the satisfaction of the Licensor in its sole discretion and in compliance with any required permitting agency. In landscaped areas, vegetation shall be re-planted; in paved areas, the pavement shall be patched and matched to existing surrounding pavement. As part of the abandonment/decommissioning, Licensee shall prepare permit applications and shall bear all costs associated with any and all necessary permits to abandon/decommission the wells.

20. No Costs to Licensor. Licensee shall bear all costs or expenses of any kind or nature in connection with its use of the Right of Way, the Right of Way Wells the Patten Property and the Patten Wells or any of them and the conduct of all activities pursuant to this License and shall keep the same free and clear of any liens or claims of lien arising out of or in any way connected with its use thereof.

21. Waiver of Liability. Neither Licensor nor any of its elected or appointed officials, commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Licensee, its officers, agents, employees, parking patrons, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Right of Way and/or the Patten Property or the Right of Way Wells or the Patten Well or the use of any of them by Licensee, unless caused by the gross negligence or intentional misconduct of Licensor.

22. Agreement Not an Admission. By entering into this Agreement, neither Licensor nor Licensee is admitting any responsibility for any contamination which may exist on the date of this Agreement relating to the Right of Way and/or the Patten Property. This Agreement shall not be construed or interpreted as an admission or concession of liability or waiver of rights on the part of either the Licensee or the Licensor.

23. Non-Discrimination. Licensee shall not, in the operation and use of the Property, discriminate against any person or group of persons solely because of race, color, creed, national origin, ancestry, age sex, sexual orientation or disability.

24. Governing Law. The rights and liability of the parties under this Agreement shall be interpreted in accordance with the laws of the State of California. Venue shall be in the County of Sonoma.

25. Taxes. Any and all real property tax or any other form of tax assessed or imposed against the Right of Way and/or the Patten Property arising out of, or attributable to, Licensee's occupancy and use of the Right of Way and/or the Patten Property shall be

borne exclusively by Licensee.

26. Utilities. Licensee shall pay for all water, gas, heat, light, power, telephone and other utilities and services supplied to the Right of Way and/or the Patten Property used by Licensor or its Agents, together with any taxes thereon.

27. Signs. Licensee shall not place any signs upon the Right of Way and/or the Patten Property without the prior written consent of the Licensor.

28. Integration. This Agreement constitutes the complete expression of the agreement between the parties and supersedes any prior agreements, whether written or oral, concerning the subject of this Agreement, which are not fully expressed in this Agreement. Any modification of or addition to this Agreement must be in writing signed by both parties.

29. Additional Security/Lien. The undersigned hereby agrees that this Agreement may be recorded against Licensee's Property as described in Exhibit B. Recordation of this Agreement shall constitute a lien on the Licensee's Property to secure Licensee's performance hereunder and the payment of any and costs, damages and expenses incurred by the Licensor, if any, in enforcing its rights under the provisions of this Agreement together with interest thereon at the rate of 10% per annum, costs of collection, and reasonable attorney's fees. No action shall be brought to foreclose the lien for any such unpaid charge until notice of the amount due and the lien claimed signed by the Licensor has been delivered to the Licensee Owner and a copy of such notice recorded in the Office of the Recorder of Sonoma County, California. The notice shall state the amount of the charges together with the interest, costs and reasonable attorney's fees, a description of the Licensee's Property against which the lien is claimed, and the name or names of the record owner. After the expiration of 30 days from the date the notice has been recorded and delivered to such Owner during which time the noticed arrearages are not fully paid, an action may be commenced to foreclose the lien. Any lien upon the Licensee's Property, arising out of the provisions of this instrument, shall be subject and subordinated to, and shall not affect the rights of, a holder of any indebtedness secured by any mortgage or deed of trust upon the subject property made in good faith or for value; provided said mortgage or deed of trust is recorded prior to the recording of the notice of claim of lien as provided herein.

IN WITNESS WHEREOF, the parties have executed this License as of the day and year first above written by their duly authorized representatives.

LICENSOR
CITY OF SONOMA

LICENSEE
MARILYN PINELLI GALLAGHER TRUST

By: _____

By: _____

Title: _____

Title: _____

GUARANTOR:



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5F

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Approve changes to terms and conditions of employment for the Executive, Management, Administrative and Non-Represented Confidential personnel for the period January 1, 2013 through December 31, 2014.

Summary

Council is asked to approve the attached Resolution setting forth changes to Management compensation and benefits that includes the following.

1. Effective with the pay period beginning on January 11, 2013, all employees will receive a salary increase of 2%. Effective the first full pay period following January 1, 2014, all employees will receive an increase of 2%.
2. Effective with the pay period beginning on January 11, 2013, all employees will pay 5.5% of salary to fund the employee share of the pension and the City shall pay 1.5% of salary to fund the employee share of the pension. Effective the first full pay period following January 1, 2014, all employees will pay 7% of salary to fund the employee share of the pension. In addition the following language shall be added [New hires]: This section reflects provisions of the Pension Reform Act of 2013, Assembly Bill No. 340 and Government Code 7522.02 regarding employees who were hired on or after January 1, 2013.
 - A new defined benefit formula of 2% at age 62 has been created for employees who first become members of CalPERS on or after January 1, 2013.
 - The final compensation for this benefit formula will be based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period.
 - These members will contribute 50 percent of the total annual normal cost of their pension benefit to the pension plan as determined by the City's actuary.
 - All other relevant provisions of the Pension Reform Act of 2013 and AB 340 will be followed
3. Employees may request and receive payment at the base hourly rate for up to forty (40) hours of accrued vacation on an annual basis, provided that the employee has a minimum remaining vacation balance of eighty (80) hours following payment. The vacation sell back option is only available once a fiscal year for each employee.
4. On the first payperiod of July 2013 the healthcare insurance cap will raise 6% [family], 4% [2 party], 2% [employee only]. On the first payperiod of July 2014 the healthcare insurance cap will raise 6% [family], 4% [2 party], 2% [employee only]. In no case shall the cap exceed the premium.
5. Establishes term of the agreement as January 1, 2013 through December 31, 2014.
6. During the term of the agreement, the City intends to begin the process to review and update the job descriptions for all positions in City service.

All provisions of the management agreement have been negotiated through the meet and confer bargaining process pursuant to California Government Code, Sections 3500 et seq., and the City's Personnel Policies and Resolution.

Recommended Council Action

Approve the resolution setting terms and conditions of employment for Executive, Management, Administrative and Confidential personnel.

Alternative Actions

Do not approve resolution; return to Meet and Confer process with management.

Financial Impact

Total fiscal impact of management agreement:

\$6,845 net cost to the General Fund over a two-year period; \$1,358 net cost in all other fund over a two-year period.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Resolution

cc:

CITY OF SONOMA

RESOLUTION NO. __ - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ADOPTING TERMS AND CONDITIONS OF EMPLOYMENT FOR NON-REPRESENTED CONFIDENTIAL PERSONNEL AND FOR EXECUTIVE, MANAGEMENT AND ADMINISTRATIVE PERSONNEL

WHEREAS, the City Council of the City of Sonoma wishes to establish terms and conditions of employment for Executive, Management, Administrative and Non-Represented Confidential personnel; and

WHEREAS, the Non-Represented Confidential personnel shall consist of the Accountant job classification; and

WHEREAS, the Executive, Management, Administrative and Confidential personnel shall consist of the following job classifications:

Executive

Assistant City Manager/Administrative
Services Director

Management/Administrative

Development Services Director/Building Official
Planning and Community Services Director
Public Works Director
City Clerk/Assistant to the City Manager
Administrative Services Manager
Senior Planner
Accountant

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. Non-Represented Confidential Personnel

The terms and conditions of employment for Non-Represented Confidential personnel [Accountant] shall be the same as the terms and conditions of employment established for positions represented by the Sonoma Employees Association/SEIU Local 1021 and the current Salary Resolution of the City of Sonoma shall accurately reflect the salaries of all Non-Represented Confidential employees.

Section 2. Executive, Management and Administrative Personnel

The terms and conditions of employment for Executive, Management and Administrative personnel shall be as follows:

A. SALARY

Effective with the pay period beginning on January 11, 2013, all employees will receive a salary increase of 2%. Effective the first full pay period following January 1, 2014, all employees will receive an increase of 2%. The City shall adopt salary ranges-by separate resolution.

B. OVERTIME

This section shall apply only to employees holding the position of Accountant and not to any other Management positions. Accountant shall be paid overtime at the rate of time and one-half their regular rate of pay. All overtime shall be recorded and paid on the basis of fifteen (15) minute increments, such that for each full 15-minute period worked, the employee shall be compensated for one-quarter hour of overtime.

C. LONGEVITY

The City shall pay 2.5% to all employees covered by this Resolution who have been employed on a full-time regular basis for a period of 5 consecutive years as regular employees and an additional 2.5% for all employees who have been employed as full time regular employees for a period of 10 consecutive years.

D. RETIREMENT

Employees who were hired on or before December 31, 2012 will be maintained in the 2% at age 55 Public Employees' Retirement System benefit formula with the highest single year provision for all represented employees. Members shall also be provided the sick leave conversion benefit and the 1959 survivor's benefit as defined in the PERS handbook.

Effective with the pay period beginning on January 11, 2013, all employees will pay 5.5% of salary to fund the employee share of the pension and the City shall pay 1.5% of salary to fund the employee share of the pension. Effective the first full pay period following January 1, 2014, all employees will pay 7% of salary to fund the employee share of the pension.

In the Pension Reform Act of 2013, Assembly Bill No. 340 and Government Code 7522.02, A new defined benefit formula of 2% at age 62 has been created for employees who first become members of CalPERS on or after January 1, 2013.

- The final compensation for this benefit formula will be based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period.
- These members will contribute 50 percent of the total annual normal cost of their pension benefit to the pension plan as determined by the City's actuary.
- All other relevant provisions of the Pension Reform Act of 2013 and AB 340 will be followed."

E. SICK LEAVE

Sick leave shall be available and administered according to the rules, regulations and policies established for SEIU member City employees.

F. VACATION

Vacation leave shall be available and administered according to the rules, regulations and policies established for SEIU member City employees.

Employees may request and receive payment at the base hourly rate for up to forty (40) hours of accrued vacation on an annual basis, provided that the employee has a minimum remaining vacation balance of eighty (80) hours following payment. An employee wishing to sell back vacation will enter on his/her time card the appropriate number of hours the employee wants to sell back. The sellback of vacation hours will be paid on a separate check apart from regular pay. Pay out on the sell back hours will be paid with the following paycheck. The vacation sell back option is only available once a fiscal year for each employee.

G. ADMINISTRATIVE LEAVE

The following classifications shall be entitled to 80 hours of Administrative Leave: Assistant City Manager/Administrative Services Director, Development Services Director/Building Official, Planning and Community Services Director, Senior Planner, Public Works Director and City Clerk/Assistant to the City Manager. The following classification shall be entitled to 64 hours of Administrative Leave: Administrative Services Manager. Accountant position shall not receive Administrative Leave due to the provision for Overtime pay. Administrative Leave days will be available on the first day of July of each year. Administrative Leave shall not accrue and will not be compensable under any circumstances.

H. SCHEDULING PAID LEAVE

Scheduling leave shall be done in accordance with established City Personnel Policies.

I. HOLIDAYS

Employees covered by this Resolution shall be paid for 12.5 holidays and every day proclaimed by the Mayor as a holiday.

J. JURY LEAVE

Jury Duty Leave shall be amended to place a cap on paid jury duty leave of two work weeks. Greater jury duty benefits may be awarded by the City Manager on a case-by-case basis.

K. BEREAVEMENT LEAVE

Bereavement Leave shall be added to provide three days of paid bereavement leave in the event of the death of a parent, parent-in-law, child / step-children, spouse / registered domestic partner or sibling. Greater bereavement benefits may be awarded by the City Manager on a case-by-case basis.

L. INSURANCE

Employees shall be entitled to all insurance coverage afforded to general employees and in addition shall be provided with life insurance in the amount of \$100,000. If employees elect medical, dental or vision coverage other than the group plans offered by City, City shall pay the premium on those plans, up to the amount currently paid by the City for Blue Cross medical and REMIF dental and vision.

On the first pay period of July 2013, the healthcare insurance cap will raise 6% [family], 4% [2 party], and 2% [employee only]. On the first pay period of July 2014, the healthcare insurance cap will raise 6% [family], 4% [2 party], 2% [employee only]. In no case shall the cap exceed the premium.

The City agrees to pay a maximum dollar amount towards the health premium for employee and dependents as follows:

July 1, 2013 through June 30, 2013

Employee = \$ 548.00
Employee+1 = \$ 1,036.00
Employee+Family = \$ 1,454.00

July 1, 2014 through December 31, 2014

Employee = \$559.00
Employee+1 = \$1,077.00
Employee+Family = \$1,541.00

M. DEFERRED COMPENSATION

The City shall contribute \$25 per pay period for each employee. It is understood that the \$25 contribution is being made on behalf of the employee and does not require an additional \$25 contribution by the employee.

N. LAY-OFF POLICY

In the case of lay-off, the City agrees to provide three month's severance pay. The City also agrees to provide any employee subject to lay-off 90 days of Health Insurance Coverage. This coverage is for Health insurance and not intended to include any insurance provisions in addition to Health coverage.

O. RULES AND REGULATIONS

City of Sonoma Personnel Resolution No. 73-81 (and any subsequent revisions) is incorporated herein and, by reference, is binding except where in conflict with State or Federal law.

P. PROBATION

Personnel covered by this resolution will be subject, upon hire, to a probationary period equivalent to that of their respective departments.

Q. TERM

The term of this Resolution shall be January 1, 2013 through December 31, 2014.

R. City Classification Plan

During the term of the agreement, the City intends to begin the process to review and update the job descriptions for all positions in City service including Management, Administrative and Confidential personnel.

PASSED AND ADOPTED as a resolution of the City Council of the City of Sonoma at their regular meeting held on the 28th day of January 2013 by the following vote:

Ayes:
Noes:
Absent:

Ken Brown, Mayor

ATTEST:

Gay Johann, City Clerk



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 5G

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Carol Giovanatto, City Manager

Agenda Item Title

Approve Compensation Schedule for all positions in City Employment effective January 11, 2013

Summary

The Compensation Schedule for all positions in City employment has been updated to incorporate salary changes as agreed to in accordance with meet and confer agreements. This schedule is prepared as a culmination of current salary data previously approved by the City Council in separate actions.

Recommended Council Action

Adopt the resolution approving the salary and wages of City Employees.

Alternative Actions

N/A

Financial Impact

N/A

Attachments

Resolution

cc:

CITY OF SONOMA

RESOLUTION NO. - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA FIXING THE SALARIES AND WAGES OF OFFICERS AND EMPLOYEES OF THE CITY OF SONOMA AND RESCINDING ALL PRIOR RESOLUTIONS REGARDING FIXING OF SALARIES AND WAGES

WHEREAS, a Memorandum of Understanding has been negotiated with the City of Sonoma Employees Association, including salary adjustments effective Jan 11, 2013; and

WHEREAS, a resolution establishing the terms and conditions of employment for non-represented confidential, executive, management and administrative positions was adopted on January 28, 2013, including salary adjustments effective Jan 11, 2013; and

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

1. The salary schedules attached hereto as Exhibit "A" and by this reference made a part hereof is hereby adopted, incorporating the compensation rates effective as of the date indicated for each position classification.
2. All prior resolutions regarding fixing of salaries and wages are rescinded in their entirety.

PASSED, APPROVED AND ADOPTED at the meeting of January 28, 2013 by the following vote:

AYES:
NOES:
ABSENT:

Ken Brown, Mayor

ATTEST:

Gay Johann, City Clerk

Exhibit A						
City of Sonoma						
Assignments of Classifications to the Salary Schedule						
	Effective Jan 11, 2013					
	Steps					
	A	B	C	D	E	Effective Date
General						
Administrative Clerk	3,334	3,501	3,676	3,860	4,052	1/11/2013
Administrative Assistant	3,921	4,117	4,323	4,539	4,766	1/11/2013
Accounting Technician	4,286	4,500	4,725	4,962	5,210	1/11/2013
Management Analyst	4,286	4,500	4,725	4,962	5,210	1/11/2013
Maintenance Worker I	3,546	3,723	3,909	4,105	4,310	1/11/2013
Maintenance Worker II	3,909	4,104	4,310	4,525	4,751	1/11/2013
Maintenance Worker III	4,547	4,774	5,013	5,264	5,527	1/11/2013
Maintenance Worker III - Foreman	4,774	5,013	5,263	5,527	5,803	1/11/2013
Water Operations Supervisor	5,014	5,265	5,528	5,804	6,095	1/11/2013
Building Inspector	5,475	5,749	6,036	6,338	6,655	1/11/2013
Assistant Planner	5,075	5,329	5,595	5,875	6,169	1/11/2013
Associate Planner	5,994	6,294	6,608	6,939	7,286	1/11/2013
Plans Examiner	5,901	6,196	6,506	6,831	7,173	1/11/2013
Youth and Family Services Supervisor	4,286	4,500	4,725	4,962	5,210	1/11/2013
Administrative/Management						
Assistant City Manager	8,643	9,075	9,529	10,005	10,506	1/11/2013
Public Works Director/Engineer	8,643	9,075	9,529	10,005	10,506	1/11/2013
Planning and Community Services Director	8,071	8,475	8,898	9,343	9,810	1/11/2013
Administrative Services Manager	5,240	5,502	5,777	6,066	6,369	1/11/2013
Development Services Director	8,071	8,475	8,898	9,343	9,810	1/11/2013
City Clerk/Assist To City Manager	6,017	6,318	6,634	6,965	7,314	1/11/2013
Accountant	4,906	5,151	5,409	5,679	5,963	1/11/2013
Senior Planner	6,179	6,488	6,812	7,153	7,511	1/11/2013
Executive						
City Manager/Exec. Dir. CDA	12,083					1/11/2013
Part Time (Part-Time rates are stated per hour)						
Administrative Intern	6.75-12.00	(Student)				2/15/2002
Parks Maintenance Worker	15.69					1/11/2013
Living Wage	15.45					1/11/2013



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5H

Meeting Date: 1/28/2013

Department

Building

Staff Contact

Wayne Wirick, Development Services Director / Building Official
/ Interim Public Works Director

Agenda Item Title

Authorization to execute and file a Notice of Completion for the Bond House and Barn Demolition Project.

Summary

Central Valley Environmental of Rohnert Park has satisfactorily completed the work of the Bond House and Barn Demolition Project. The City should now record a Notice of Completion for the project so the 35-day time frame by which stop-notices can be filed on the project can begin. Following the 35-day stop-notice period, the City may release the retention and make final payment to the contractor.

Recommended Council Action

Authorize the City's Development Services Director to execute and file a Notice of Completion (attached) for the project.

Alternative Actions

None proposed

Financial Impact

The final project costs have not been determined however the anticipated total costs for the project is expected to be approximately \$42,000. The Council approved project budget was \$60,152; the funding source being the Long-Term Building Maintenance Fund.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

- Notice of Completion

cc:

Recorded at Request of and
When Recorded Return to:

CITY OF SONOMA
No. 1 – The Plaza
Sonoma, CA 95476
ATTN: Wayne Wirick, Jr.

This document is exempt from Recording Fees pursuant to Government Code Section 6103 and 27383

NOTICE OF COMPLETION

(Civil Code Section 3093)

NOTICE IS HEREBY GIVEN THAT:

1. On January 11, 2013, the work of improvement described as the **2012 Bond House and Barn Demolition Project** was completed.
2. The full name and address of the undersigned owner is the City of Sonoma, No. 1 The Plaza, Sonoma, CA 95476
3. The City of Sonoma is the sole owner in fee simple absolute of the real property described below.
4. The real property herein referred to is situated in the City of Sonoma, County of Sonoma, State of California, and located at **19990 Seventh Street East**.
5. The name of the original contractor for the work of improvement was **Central Valley Environmental Contracting Group, Inc. dba Central Valley Environmental**.
6. The work performed under the 2012 Bond House and Barn Demolition Project included, but was not limited to, the following work in accordance with the contract documents:

Contractor furnished all labor, materials, services, permits, insurance, testing and equipment necessary for the deconstruction, demolition and disposal of a single family dwelling, barn outbuilding and related work. Properly removed and disposed of regulated hazardous materials including lead based paint, asbestos containing materials and other regulated environmentally regulated materials shown, identified or otherwise implied in the Contract Documents. Identified the location of, decommissioned and removed the existing septic system, water supply, gas piping, electrical service and other associated utilities serving the buildings demolished. Graded the area of the work to conform to adjacent grades and installed storm water management control measures on the site.

I declare under penalty of perjury that the foregoing is true and correct.

City of Sonoma

By: _____

Dated: _____

Wayne Wirick, Jr.

Development Services Director / Building Official / Interim Public Works Director

Attest City Clerk



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5I

Meeting Date: 1/28/2013

Department

Public Works

Staff Contact

Interim Public Works Director Wirick

Agenda Item Title

Authorization for City Manager to Execute a Purchase Agreement to Purchase a New (Replacement) Public Works Department Dump Truck

Summary

The Public Works Department needs to replace its aging 1992 Ford F700 dump truck. The vehicle was originally scheduled for replacement in 2007 however the purchase was deferred in an effort to get additional service life out the vehicle. The current 1992 Ford is experiencing increasing maintenance and repair costs and now needs to be replaced.

Staff has obtained a quote for a replacement dump truck (attached) piggybacking on a state bid contract (State Bid # 1223-20). The replacement of the dump truck is a budgeted expenditure in the FY 2012/13 budget.

Recommended Council Action

Authorize the City Manager to purchase a new 2013 Ford F650 XL Dump Truck utilizing the State Bid Contract #1223-20 for the replacement of the existing 1992 Ford F700 Public Works dump truck.

Alternative Actions

Delay the replacement of the dump truck

Financial Impact

Funding for the replacement of this vehicle has been set aside in the Vehicle Replacement Fund. \$70,000 has been budgeted for the replacement of this vehicle in the adopted 2012/13 budget. The estimated cost of the vehicle as quoted is \$64,190. Staff is discussing with Downtown Ford the possibility of the City paying the sales tax directly to the State Board of Equalization to insure that the City is the beneficiary of the sale tax percentage and not the City of Sacramento. This was the same method we used in the purchase of the Fire Department Ladder Truck.

Environmental Review

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

Status

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

Attachments:

Quote from Downtown Ford Sales dated 1/10/13 for dump truck utilizing state bid pricing.

cc:

THIS IS YOUR QUOTE

DOWNTOWN FORD SALES
525 N16th Street, Sacramento, CA. 95811
916-442-6931 fax 916-491-3138

QUOTATION

Customer

Address: CITY OF SONOMA
City: ATTN: Dean Merrill
Phone: _____

Date: 1/10/2013
REP: BOB MILLOY
Phone: 916-230-2569
FOB: _____

Qty	Description	Unit Price	TOTAL
1	2013 FORD F650 XL Trim. 26,000 lbs GVWR (no CDL) with GODWIN 10' (5-6 yd) Dump Body - SEE ATCH -Ford 6.8L Triton V-10 Gasoline Engine 362 HP -Ford SelectShift 6-Speed Auto Trans w/ PTO Provision -42 Gallon Fuel Tank -Hydraulic Brakes -Upgraded Tires to 11R22.5 (G) 14 Ply -Vinyl Seats -Backup Alarm -Tow Hooks	\$54,949.00	\$54,949.00
1	Electric Brake Controller	\$380.00	\$380.00
1	Surface Mounted 4 Corner Strobes (8 Lights Total)	\$1,050.00	\$1,050.00
1	Hot Shift PTO ILO Installed Wire Shift PTO Controls	\$1,350.00	\$1,350.00
1	1/2" Hitch Plate with "D" Rings,	\$695.00	\$695.00
1	30,000lbs GTW Pintle Hitch	\$293.00	\$293.00
1	Receiver Hitch Welded into Hitch Plate	\$126.00	\$126.00
1	SubTotal	\$58,843.00	\$58,843.00
	OPTIONS		
	-Driver Air Seat (with self contained air pump) ADD	\$420.00	
	-48" x 18" x 18" Tool Box Under Body ADD	\$480.00	
	-Pull Tarp System with H/D Asphalt Tarp ADD	\$1,400.00	
	Subtotal		\$58,843.00
	Delivery		\$100.00
	Doc Fee		\$80.00
	DMV		
	Weight Fee		
	Sales Tax		\$5,155.76
	Rebates		
	CA Tire Tax		\$10.50
	TOTAL DUE		\$64,189.26

NOTE - DUMP BODY IS POWDER COATED BLACK AND MAY HAVE BLEMISHES FROM TRANSPORT FROM PLANT IN NORTH CAROLINA

THE PRICING IS GOOD FOR 30 DAYS.



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5J

Meeting Date: 01/28/2013

Department

Public Works

Staff Contact

Wayne Wirick, Interim Public Works Director

Agenda Item Title

Authorization to Execute Funding Agreement with the Sonoma County Water Agency (SCWA) to provide Administrative and Technical Assistance for the City's Water Conservation Program.

Summary

In 2009 the SCWA ceased their cooperative agreements that assisted water contractors with oversight of their water conservation programs. Earlier this year, the SCWA reconsidered the cooperative agreements and they have begun to offer them again to the contractors. This assistance provides a higher level of expertise and resources to help implement City water conservation measures and programs. The current Water Conservation Program workload is distributed between various City staff including the Interim Public Works Director, City Engineer, Maintenance Worker Mike Brett and Building Inspector Kathy Toohey. The recent reduction of Kathy Toohey's hours for water conservation activities from 30 hours/week to 4 hours/week has resulted in a need to find other resources to maintain the City's current water conservation program.

In addition, to maximize the City's receipt of up to \$43,125 grant funds awarded through the Bay Area Proposition 84 Integrated Regional Water Management Grant MOU and to continue and expand the City's water conservation efforts to help achieve the water conservation goal of 15% water reduction by 2015 and 20% water reduction by 2020 as prescribed by SB7-7, the City will need additional technical expertise and administrative assistance to augment its water conservation efforts that the SCWA can provide under a funding agreement. The grant will help pay the cost of the various water conservation program rebates and administrative costs and requires a \$14,375 dollar match from the City.

The Water Agency will assist the City with water conservation program management including but not limited to eligibility verification, processing rebates, tracking participation, developing marketing/outreach materials and scheduling program related appointments. Programs will include the continuation of the High Efficiency Toilet Rebate Program, Cash for Grass Turf Rebates and High-Efficiency Clothes Washer Rebate program and the development of a Weather Based Irrigation Controller Rebate program. Mike Brett will remain as the City's part-time Water Conservation Coordinator and will closely coordinate water conservation efforts with SCWA. Building Inspector Kathy Toohey will continue to augment water conservation field inspections.

Recommended Council Action

Approve the Funding Agreement for the City of Sonoma Water Conservation Program as proposed and authorize staff to execute the Agreement.

Alternative Actions

Council Discretion

Financial Impact

The City will receive up to \$43,125 in Prop 84 MOU grant funding to be distributed by the Water Agency for use in maintaining the City's water rebate programs. The City will be required to provide a \$14,375 match to the grant. Additionally, there are sufficient funds in the Water Enterprise Fund, Water Conservation Budget for the grant match (\$14,375) and as-needed water conservation program expansion (up to \$50K). Prop 84 program funding runs through December 1, 2013 and the term of the funding agreement with the SCWA will terminate upon depletion of available funds. The worst case financial impact to the Water Fund for the continuation and expansion of the City's water conservation program, excluding staff resources, is \$21,250 (\$50,000 + \$14,375 - \$43,125).

Environmental Review

Status

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

- Approved/Certified
- No Action Required
- Action Requested

Attachments: SCWA Funding Agreement for the City of Sonoma Water Conservation Program

cc's via email: Carrie Pollard, SCWA
Mike Brett, Water Conservation Coordinator

“Working Today for Water Tomorrow”

The Sonoma County Water Agency’s Integrated Management Policy for ISO 9001 and 14001 states that we are committing to always improving, achieving customer satisfaction, total regulatory compliance, environmental stewardship, and resource management.

**Funding Agreement for the
City of Sonoma Water Conservation Program**

This Agreement is between the **Sonoma County Water Agency**, a body corporate and politic of the State of California (hereinafter “Water Agency”), and **City of Sonoma** (hereinafter “City”).

RECITALS

- A. City and Water Agency share the goal of promoting increased water use efficiency in order to reduce operating costs, avoid or defer capital improvement costs associated with expansion of water supply and wastewater disposal systems, minimize associated environmental impacts, and meet the criteria and standards of state and federal regulatory agencies.
- B. The Restructured Agreement for Water Supply (“Restructured Agreement”) authorizes Water Agency to implement and fund water conservation measures that are cost-effective and will reduce water demands on Water Agency’s water transmission system.
- C. City and Water Agency are signatories to the Memorandum of Understanding Regarding Urban Water Conservation in California (MOU) as governed by the California Urban Water Conservation Council (CUWCC).
- D. The MOU identifies water conservation Best Management Practices (“BMPs”) that achieve long-term reductions in per-capita water demand to improve supply reliability, reduce the impact of short-term water shortage conditions, and provide a more accurate basis for future water management planning efforts.
- E. On August 16, 2011, the Department of Water Resources approved a grant application by the Bay Area Clean Water Agencies for implementing a regional Water Conservation Program.
- F. The Water Agency is a participating agency in the Bay Area Proposition 84 Integrated Regional Water Management Grant Memorandum of Understanding (Prop 84 MOU).
- G. Under the Prop 84 MOU Water Agency was awarded \$765,000 funding (“Grant”) to implement water conservation programs. Water Agency will distribute Grant funding for water conservation programs to four water districts and 2 sanitation service areas: North Marin Water District, City of Sonoma, Valley of the Moon Water District, and City of Petaluma, Sonoma Valley County Sanitation District and Penngrove Sanitation District.
- H. Water Agency and City have cooperated to develop, implement, and fund a water conservation program and City desires Water Agency’s continued assistance in developing and implementing City’s water conservation measures as described in Exhibit A, which is an integral part of this Agreement.

- I. Water Agency and City do mutually desire to cooperate in the implementation of City's water conservation program.

AGREEMENT

City and Water Agency agree as follows:

1. RECITALS

- A. The above recitals are true and correct.

2. List of Exhibits

A. The following exhibits are attached hereto and incorporated herein:

- 1) Exhibit A: Water Conservation Program Summary
- 2) Exhibit B: Sample Grant Reporting Form (Allocation Reporting Period Cost Sheet)

DEFINITIONS

B. For the purposes of this Agreement the following terms and definitions shall be used:

- 1) Measures: Components of the Program as identified in Exhibit A.
- 2) Participants: City-approved water customers who apply to participate in individual Measures as described in Exhibit A.
- 3) Program: Collectively, the water conservation Measures described in Exhibit A and related activities Water Agency has agreed to perform that may be reimbursed by City under this Agreement.
- 4) Grant-Funded Measures: Water conservation Measures described in Exhibit A that are funded by Prop 84 grant.
- 5) Water Agency Assistance: Water conservation Measures described in Exhibit A that may be implemented for City by Water Agency.

3. COORDINATION

A. City shall coordinate work with Water Agency's Representative. Contact information:

Water Agency	City
Water Agency Representative: Carrie Pollard, Principal Program Specialist, or assigned personnel	City Representative: Milenka Bates or assigned personnel
Sonoma County Water Agency	#1 The Plaza
404 Aviation Blvd.	Sonoma, CA 95476
Santa Rosa, CA 95403-9019	Phone: 707-933-2230
Phone: 707-547-1968	Fax: 707-938-3240
Email: carriep@scwa.ca.gov	Email: mbates@sonomacity.org

4. CITY'S RESPONSIBILITIES

Administer Program as follows:

- A. Direction: Provide Water Agency Representative with written direction during Program, including implementation of Water Agency Assistance Programs described in Exhibit A.
- B. Meeting Facilities: Provide meeting facilities as necessary.

- C. Marketing Data: Provide Water Agency Representative with access to water customer billing data to be used for marketing various water conservation Measures.
- D. Applicant Review: Review the Water Agency-submitted list of applicants requesting Program rebates/incentives to determine if applicant is a qualified Participant to receive a rebate/incentive.
- E. Quarterly Reports: Complete the Grant Reporting Form (Exhibit B): for program activities based on the below schedule for the entire two years.

Reporting Period	Quarter	Date Progress Due
June 1 to August 31, 2012	QA 6, Invoice 2	October 15, 2012
September 1 to November 30, 2012	QA 7, Invoice 3	January 15, 2013
December 1, 2012 to February 28, 2013	QA 8, Invoice 4	March 15, 2013
March 1 to May 31, 2013	QA 9, Invoice 5	July 15, 2013
June 1 to August 31, 2013	QA 10, Invoice 6	October 15, 2013
September 1 to November 30, 2013	QA 10, Invoice 7	January 15, 2014
December 1, 2013 to completion of last project	QA 11, Invoice 8	March 17, 2014

- F. Matching Funds: City shall ensure that a minimum of \$14,375 in matching funds are available for program implementation as required by the Grant. Matching funds will be reported by City on Grant Reporting Form.
- G. CUWCC Online BMP Report: Annually enter BMP data on CUWCC online forms, as required by CUWCC, for City-run Measures and provide Water Agency with a copy of the BMP report.
- H. Record Keeping: Maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to Water Agency at all reasonable times for inspection and analysis.
- I. Payment: Make payment to Water Agency as specified in Paragraph 6 (Funding and Payments).

5. WATER AGENCY'S RESPONSIBILITIES

- A. Prop 84 MOU: Water Agency will be a participating agency under the Prop 84 MOU.
- B. Coordination: Coordinate, document, and report on the Measures that Water Agency performs, including management, administration, budget, and follow-up of Measures described in Exhibit A and provide staff to respond to incoming conservation calls from City customers, as needed.
- C. Collateral Materials: Design and produce Program brochures and applications, as applicable and approved by City.
- D. Water Agency Assistance: Administer Program Measures determined by the City as described in Exhibit A.

- E. Quarterly Reports: Prepare quarterly reports summarizing status of Measures completed by Water Agency and submit the report to City and to Water Agency's General Manager.
- F. CUWCC Online Reporting: Annually enter BMP data on CUWCC online forms for Water Agency-run Measures.
- G. Record Keeping: Water Agency will maintain complete and accurate records of all Water Agency costs and transactions associated with performance of Water Agency's responsibilities under this Agreement in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records will be available to City at all reasonable times for inspection and analysis.

6. FUNDING AND PAYMENTS

A. Grant Funding:

- 1) Water Agency will submit invoices and receive funds under the Prop 84 MOU based on activities reported by City per Section 4 (City's Responsibilities).
- 2) City may receive a maximum of \$43,125 from the Prop 84 MOU for activities per Exhibit A. Actual payments to City will be based on the measures actually implemented by City for each program.
- 3) Grant Distribution: City shall report Program activities quarterly on Grant Reporting Form (Exhibit B) to the Water Agency. The Water Agency will distribute payments to City based upon the Prop. 84 grant guidelines for City's activities upon receipt of funding under Prop 84 MOU.
- 4) Invoices: City shall invoice Water Agency with an invoice that is clearly marked with "Funding Agreement for the City of Sonoma Conservation Program," Order # 4043BO and account number 675744-7247.

B. Agency Run Measures:

- 1) City Payment to Water Agency for Water Agency Assistance shall not exceed \$50,000.
- 2) Reimbursement amount shall be determined based on current weighted labor rates, including overhead, for Water Agency representative listed in Paragraph 3.A and assigned support staff, plus actual costs of applicable material.
- 3) Invoices: Water Agency shall invoice City quarterly for reimbursement of expenses incurred by Water Agency for Program. Invoices submitted to City by Water Agency shall include a complete cost accounting by Measure and be clearly marked with Water Agency's invoice number and "Funding Agreement for the City of Sonoma, Water Conservation Program, TW 11/12-70." Upon receipt, review, and approval of invoice and Quarterly Status Report, City will pay Water Agency for Program costs as authorized herein and itemized in said invoices(s).

7. ADDITIONAL REQUIREMENTS

- A. Authority to Amend Agreement: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Notwithstanding this authority, neither Water Agency nor City is under any obligation to approve such amendments.

- B. No Waiver of Breach: The waiver by Water Agency of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- C. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
City and Water Agency acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. City and Water Agency acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- D. No Third-Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- E. Applicable Law and Forum: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- F. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- G. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- H. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

8. MUTUAL INDEMNIFICATION

- A. Each party shall defend, indemnify, hold harmless, and release the other, its officers, agents, and employees, from and against any and all actions, claims, damages, liabilities, or expenses that may be asserted by any person or entity, including the parties, arising out of or in connection with the negligent performance or willful misconduct of the indemnifying party arising out of or in connection with this Agreement; provided, however, that a party shall not be entitled to indemnification under this section for any actions, claims, damages, liabilities, or expenses arising out of that party's gross negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for City or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9. TERM OF AGREEMENT

- A. This Agreement shall remain in effect until depletion of available funds as specified in the Agreement, unless terminated earlier in accordance with the terms herein.

10. TERMINATION OF AGREEMENT

A. This Agreement may be terminated by either party for any reason upon thirty calendar days' written notice. Water Agency's right to terminate may be exercised by Water Agency's General Manager.

/

/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.

Reviewed as to substance:

Water Agency's General Manager

Reviewed as to funds:

Water Agency's Division Manager
Administrative Services

Reviewed as to form:

County Counsel

City of Sonoma

By: _____

(Please print name here)

Title: _____

Date: _____

Sonoma County Water Agency

By: _____
Chair, Board of Directors

Date: _____

Attest:

Clerk of the Board of Directors

EXHIBIT A

Water Conservation Program Summary

Grant-Funded Measures

Water Efficiency Landscape (WEL) Rebate Program:

City will implement a turf replacement program that offers a minimum rebate of \$0.50/sq ft removed. Grant will fund \$0.38/sq ft removed. Approximately \$30,000 will be available from grant funds for this Program.

Weather Based Irrigation Controller (WBIC) Rebate:

City will implement a program to replace standard irrigation controllers with weather based irrigation controllers for residential and commercial customers. The residential program will offer a minimum rebate of \$20.00/active station of which the grant will fund \$15.00/active station. The commercial/multi family program will offer a minimum rebate of \$30.00/active station of which the grant will fund \$22.50/active station. Approximately \$4,500 will be available from grant funds for the commercial/multi family program and approximately \$3,750 will be available from grant funds for the residential program.

High Efficiency Toilet (HET) Rebate Program:

City will implement a HET rebate program for all water users. The minimum rebate amount offered shall be \$100/fixture of which the grant will fund \$75.00/fixture. Approximately \$1,125 will be available from grant funds for this Program.

High Efficiency Washer (HEW) Rebate Program:

City will implement a clothes washer rebate program. The minimum rebate amount offered shall be \$50/clothes washer of which the grant will fund \$37.50/clothes washer. Approximately \$3,750 will be available from grant funds for this Program.

Water Agency Assistance

Water Agency will assist the City with program management including but not limited to eligibility verification, processing rebates, tracking participation, developing marketing/outreach materials and scheduling program related appointments. Programs may include but are not limited to: HET Rebates and/or Direct Install Program, Landscape Equipment Rebates, Cash for Grass Turf Rebates, Weather Based Irrigation Controller Rebates, Water Smart Home Program and High-Efficiency Clothes Washer Rebates.

Exhibit B

Sample Grant Reporting Form

Grant Reporting Form

Report Period:

Project Title	SCWA Allocation	DWR Grant Funding (\$/unit)	NMWD Grant Allocation		NMWD Participation		Petaluma Grant Allocation		Petaluma Participation		Sonoma Grant Allocation		Sonoma Participation	
			Funding	Units	Funding	Units	Funding	Units	Funding	Units	Funding	Units	Funding	Units
WEL Rebate	500,000	\$0.38	\$ 56,250	150,000	\$ -	-	\$ 75,000	200,000	\$ -	-	\$ 30,000	80,000	\$ -	-
WBIC (SF)	2,000	\$15.00	\$ 7,500	500	-	-	\$ 15,000	1,000	-	-	\$ 3,750	250	-	-
WBIC (MF/CII)	6,250	\$22.50	\$ 22,500	1,000	-	-	\$ 112,500	5,000	-	-	\$ 4,500	200	-	-
WBIC (SF, MF, CII combined)			\$ 30,000		\$ -		\$ 127,500		\$ -		\$ 8,250		\$ -	
HET and HEU Rebate	1,800	\$75.00	\$ 56,250	750	\$ -	-	\$ 52,500	700	\$ -	-	\$ 1,125	15	\$ -	-
HET and HEU Direct Install	1,000	\$225.00	\$ 22,500	100	\$ -	-	\$ 56,250	250	\$ -	-	\$ -	-	\$ -	-
HEW Rebate	1,250	\$37.50	\$ 18,750	500	\$ -	-	\$ 18,750	500	\$ -	-	\$ 3,750	100	\$ -	-
TOTAL	\$ 765,000		\$ 183,750		\$ -		\$ 330,000		\$ -		\$ 43,125		\$ -	

Grant Reporting Form

Report Period:

Project Title	SCWA Allocation	DWR Grant Funding (\$/unit)	VOMWD Grant Allocation		VOMWD Participation		SVCS D Grant Allocation		SVCS D Participation		PSD Grant Allocation		PSD Participation	
			Funding	Units	Funding	Units	Funding	Units	Funding	Units	Funding	Units	Funding	Units
WEL Rebate	500,000	\$0.38	\$ 26,250	70,000	\$ -	-								
WBIC (SF)	2,000	\$15.00	\$ 3,750	250		-								
WBIC (MF/CII)	6,250	\$22.50	\$ 1,125	50		-								
WBIC (SF, MF, CII combined)			\$ 4,875		\$ -									
HET and HEU Rebate	1,800	\$75.00	\$ 1,125	15	\$ -	-	\$ 16,500	220	\$ -	-	\$ 7,500	100	\$ -	-
HET and HEU Direct Install	1,000	\$225.00	\$ -	-	\$ -	-	\$ 90,000	400	\$ -	-	\$ 56,250	250	\$ -	-
HEW Rebate	1,250	\$37.50	\$ -	-	\$ -	-					\$ 5,625	150	\$ -	-
TOTAL	\$ 765,000		\$ 32,250		\$ -		\$ 106,500		\$ -		\$ 69,375		\$ -	



City of Sonoma
City Council/CDA
Agenda Item Summary

City Council Agenda Item: 5K

Meeting Date: 01/28/13

Department

Public Works

Staff Contact

Debra Rogers, Management Analyst

Agenda Item Title

Approval of application by Project Sport/Echelon Gran Fondo for: 1) Temporary use of City streets; and, 2) approval of inflated arches on the Plaza Horseshoe in conjunction with the Sonoma-Napa Gran Fondo Bike Ride event scheduled for May 18, 2013.

Summary

Event Description: Gran Fondo is a European-style mass participation cycling event that includes a mass-start bike ride, food, wine, and entertainment on the Plaza. The Sonoma Echelon Gran Fondo is also the flagship event for a Charity of Choice non-profit fundraiser that serves as a platform to raise funds for local charities.

Use of City Streets: Echelon Gran Fondo has requested temporary use of city streets for the Sonoma-Napa Gran Fondo Bike Ride, using the same route approved last year. In addition, a short street closure is recommended as follows:

1. Closure of East Napa Street between Fourth Street East and the Plaza Entrance, from 7:30 a.m. to 7:45 a.m. on Saturday May 18, 2013, to manage the mass start. This closure involves the full use of the street. A Police escort will continue along the route from Fourth Street East.
2. The Sonoma Police Department is also recommending that course managers be assigned to specified intersections to improve flow of riders leaving the start and returning to the finish along Fifth Street West and West Spain Street.

Pursuant to Council policy, applications for street use and street closure are considered by the City Council prior to CSEC consideration of the event permit, which in this case is scheduled for February 13, 2013. The Special Events Committee reviewed this proposal at its meeting of December 13, 2012, at which time they identified recommended conditions of approval that have been incorporated in the attached Resolution.

Banner/Arch Request: As was the case when the City Council approved the event in 2012, the event organizers are requesting the use of three large blow-up arches (detailed on Plaza map and Banner/Arch Specification Sheet attached to the application).

Recommended Council Action

- 1) Adopt the resolution approving the use of city streets, which includes the conditions recommended by the Special Events Committee members, including Police, Fire, Public Works and Planning Departments.
 - 2) Approve use of the three blow-up arches at the entrance/exit of City Hall.
-

Alternative Actions

Continue the item with direction to provide additional information/Deny the request.

Environmental Review

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

Status

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

Attachments

1. Draft Resolution
2. Event Description/Logistics
3. Application for Street Use Permit and Street Closure

cc: Ryan Chamberlain, VP Communications
& Community Outreach, Project Sport
548 Market Street, # 3205
San Francisco, CA 94104

David Cochran, Chief Operating Officer
Charity of Choice/Echelon
107 Reed Ranch Road
Tiburon, CA 94920
www.charity-of-choice.com

CITY OF SONOMA

RESOLUTION NO. XX - 2013

RESOLUTION APPROVING AND CONSENTING TO THE USE OF CITY STREETS

Echelon Gran Fondo Sonoma 2013

WHEREAS, Project Sport-Echelon Gran Fondo (Ryan Chamberlain and David Cochran) have made application to conduct the Sonoma-Napa Gran Fondo Bike Ride which will involve use of city streets; and

WHEREAS, the Sonoma-Napa Gran Fondo Bike Ride will temporarily impede and restrict the free passage of traffic over city streets and on Saturday May 18, 2013; and

WHEREAS, the application for the use of city streets was brought forward to the City Council at its meeting of January 28, 2013.

NOW THEREFORE be it resolved that the City Council approves and consents to the street use and street closure associated with the proposed Sonoma-Napa Gran Fondo Bike Ride (closure of East Napa Street between Fourth Street East and the Plaza entrance on Broadway from 7:30 a.m. to 7:45 a.m.), subject to the following conditions and limitations:

- A. The applicant shall contact Police Department as soon as possible to finalize traffic control plan and contract with the Sonoma County Sheriff's Department for services as required.
- B. The applicant shall provide a written request for special barricading to the Public Works Department at least thirty days prior to the event and meet with the Street & Police Dept.
- C. The applicant shall provide notice of the event and the street closure to all businesses located on East Napa to Fourth Street East no later than thirty days prior to the event.
- D. The applicant shall comply with City of Sonoma standard insurance requirements.
- E. The applicant is required to reimburse the City for additional personnel costs incurred as a result of this event.
- F. The applicant shall obtain event approval from the Community Services and Environment Commission.

The foregoing Resolution was duly adopted this 28th day of January 2013, by the following vote:

Ayes:
Noes:
Absent:

Ken Brown, Mayor

ATTEST:

Gay Johann, City Clerk

Event Description

The Sonoma Gran Fondo is a European-style mass participation cycling ride. Gran fondos are not races but we try to offer the fanfare and frivolity one might see at a European cycling tour including food, wine, and entertainment. Mixed into the fun of the occasion is the real heart and soul of the event, raising money and awareness for worthy causes.

While most of the Sonoma Gran Fondo net proceeds will remain in the local community, outdoor events can be taxing from impacting public safety, to liability, to inconveniencing those not participating in the event. It is our objective to work hand and hand with the city, county and other impacted organizations to not only minimize the impact on the daily lives, but to encourage participation by getting more organizations involved, i.e. providing volunteer grants for community organizations such as the high school activities departments. Additionally, we outsource most services to local merchants and create a venue to showcase what makes the town of Sonoma so great. In our 2012 event, Sheana Davis of Epicurean Connections coordinated all the food service that featured 9 different Sonoma restaurants. Additionally, all of the music was local, as was the sound, stage and event rentals.

The event will utilize the same footprint as 2012, which included, the Horseshoe, SW and Rear Parking sections of the Plaza.

The Horseshoe will feature 3 over the road banners at the entry and exit. We will need power for these arches, preferable corded power, but we do have generators if no other power is available.

The Horseshoe section of the park will host the sponsor/charity expo area. We anticipate 20 – 40 exhibitors that will each have a 10X10 tent to house a table or exhibits. The command center and first aid tent will also be in the expo area.

The Horseshoe section will host the service of food, beer and wine. The food service will be coordinated by Sheana Davis again and be served under a row of 4 10X10 tents. Beer and wine are to be determined, but space has been reserved for a beer trailer as well as a 10X20 space for wine. Consumption of food and beverage will take place in the Horseshoe and SW sections of the park. Trash receptacles for waste and recyclables will be spread throughout the entire venue.

The rear parking lot will act as a transfer station for our operations. We contracted with the Sonoma County Bike Coalition to have an enclosed 20X20 area for secure storage of participant bikes.

Security Plan

As the event expo will be held on city property, we will contract with the Sonoma Police Dept to have 2 uniformed officers on duty to insure proper security is in place. We will provide a bike valet to provide secure storage of bikes while participants enjoy the

festival and music. Additionally, we will provide signage at the perimeter of the expo to with “No Alcohol Beyond this Point.”

Waste Policy

To celebrate a sustainable event, we are striving for Zero Waste. With piles of packaging, sample products, and food waste, special events typically produce a lot of garbage. We’re going to change this at the Sonoma event, and all vendors and participants are encouraged to help us reduce, reuse, or recycle all of the event waste.

Our general procedure is outlined below, however maybe changed for specific city or Plaza needs. Disposal stations will include a blue recycling cart, a brown composting cart, and a small black trash can. All recyclables go together in the blue cart – including cardboard, clean paper, bottles, and cans. We encourage composting of all food scraps, plant debris, soiled paper, and compostable products which would be placed in the brown cart. All food vendors will be using compostable cups, plates, forks, and spoons made of either paper or a plastic-like material made of corn, potatoes, or sugarcane. Styrofoam and other non-recyclable plastic will not be available.

Insurance

Insurance will be provided as required. The 2012 event was insured through McKay Insurance Agency, Inc., PO Box 151, 106 E Main, Knoxville, IA 50138, Phone 641-842-2135 or 800-942-0283. We are negotiating with different providers and final decision on provider has not been made yet.



City of Sonoma
No. 1 The Plaza
Sonoma CA 95476



**PERMIT APPLICATION
 FOR USE OF CITY STREETS**

Application Fee: \$373.00
 (Encro 100 30203)

Note: Events utilizing any portion of Highway 12 must also obtain permission from Caltrans. District 4, 111 Grand Avenue, Oakland 94612. (510) 286-4404.

Name of Applicant: RYAN CHAMBERLAIN
 Name of Sponsoring Organization: PROJECT SPORT - ECHELON GRAN FUNDO
 Address: 548 MARKET ST #32075 SF, CA 94104
 Telephone Numbers: Day: 415-300-0449 Night: 0449 Fax: _____ Email: RYAN@PROJECTSPORT.COM
 Name of Event: ECHELON GRAN FUNDO

Type of Event – Mark Appropriate Box

- Run or Walk Rally or Assembly Parade
- Other MASS BIKE RIDE

Date(s) of Event: MAY 18, 2013

Street Closure(s) Requested:
E. NAPA between BROADWAY and 4TH ST. E from 7:30 am/pm to 8:30 am/pm
 _____ between _____ and _____ from _____ am/pm to _____ am/pm
 _____ between _____ and _____ from _____ am/pm to _____ am/pm

Complete Description of Event. Using additional sheets if necessary, describe the number of participants; duration of the event; the number, type, size and material of all entries including any floats or banners; the number and type of animals and a plan for cleaning up after them; any seating being provided; and Judges Tables. Attach a map of the route to be used and indicating the location of the staging area, announcer's stand, barricade placement, vendors, banners, signs and booths, etc.:

Estimated Daily Attendance: _____

If a Sound Amplification is be used, describe the type, location, purpose and hours of use: SPECIFIC TO THIS APPLICATION, NO SOUND AMPLIFICATION WILL BE USED ON STREET CLOSURES, ONLY ON THE PLAZA.

Echelon Gran Fondo Sonoma 2013
 Banner/Arch Specification Sheet

Overview

The Echelon Gran Fondo will utilize 5 branded, inflatable arches as participant start/finish markers, gateways and guideposts.

Form

Details of each arch are as follows:

- Blow up 40' x 40' Arch (Echelon)
 - Blow up 40' x 40' Arch (Hammer)
 - Blow up 40' x 40' Arch (Shimano)
 - Blow up 40' x 40' Arch (Bicycling)
 - Blow up 40' x 40' Arch (Wilier)
- > 2 Arches on County Roads

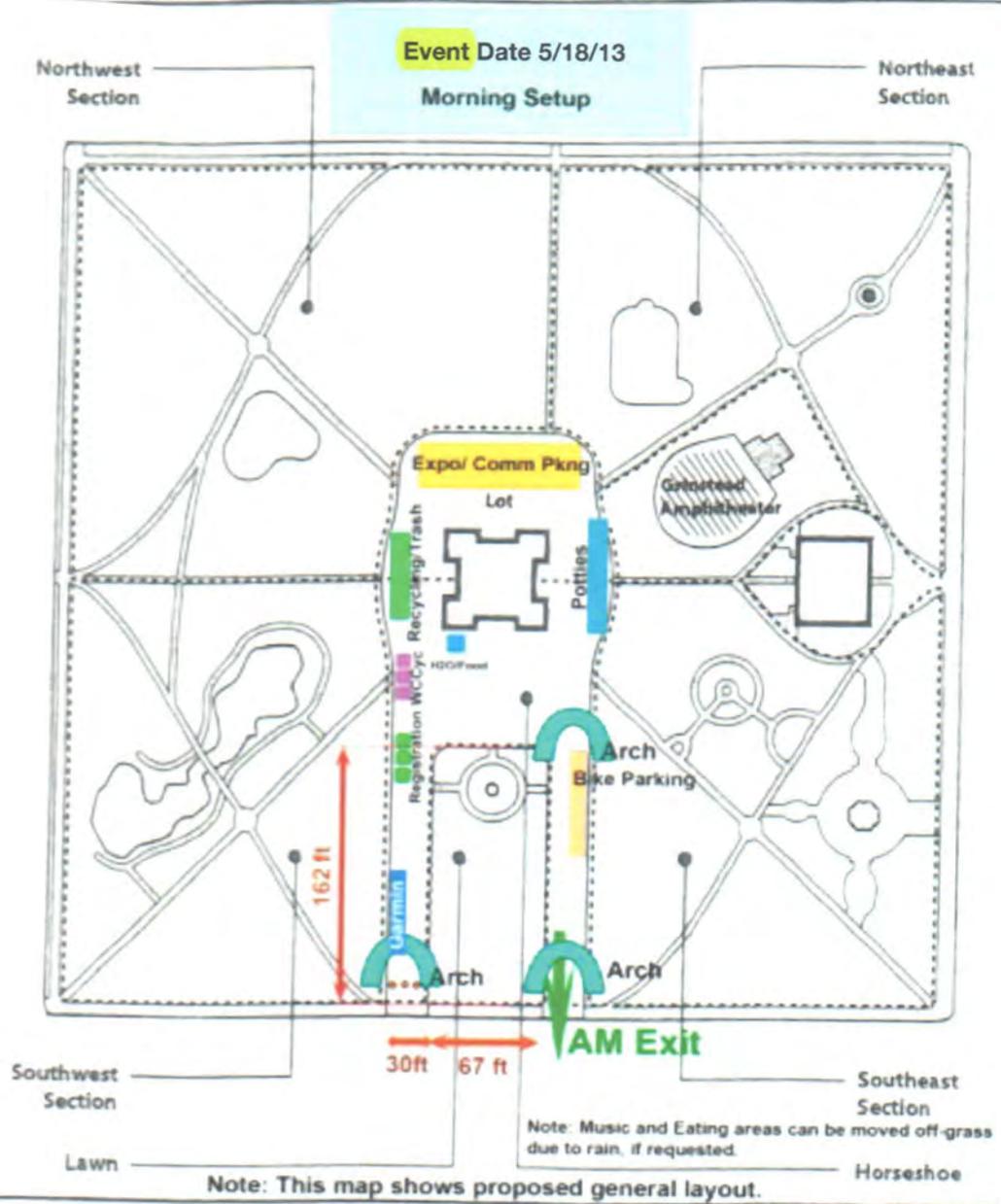
Construction

- Inflated via 2hp electric blower operating at < 80db
- Affixed via 4 point tether to sandbag, water weight or ground stake, tbd.
note: tie-down to existing grounds vegetation will not be allowed
- Arches will be placed in accordance to festival map (see plaza event permit application), subject to any necessary event-day adjustments.

Example



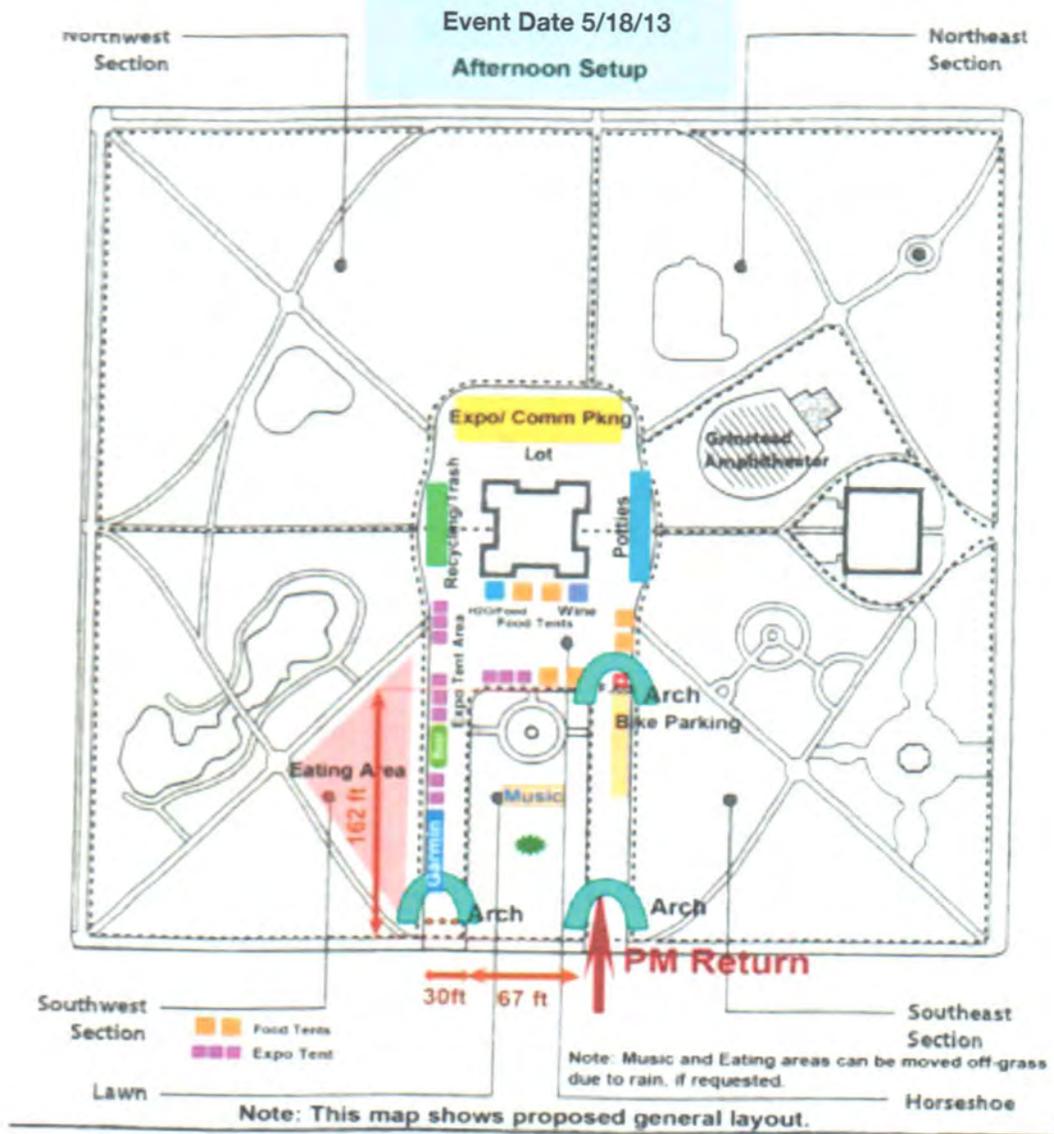
Please indicate the location of all major features and activities associated with this event.



Plaza Event Map

Emergency Access at all Times

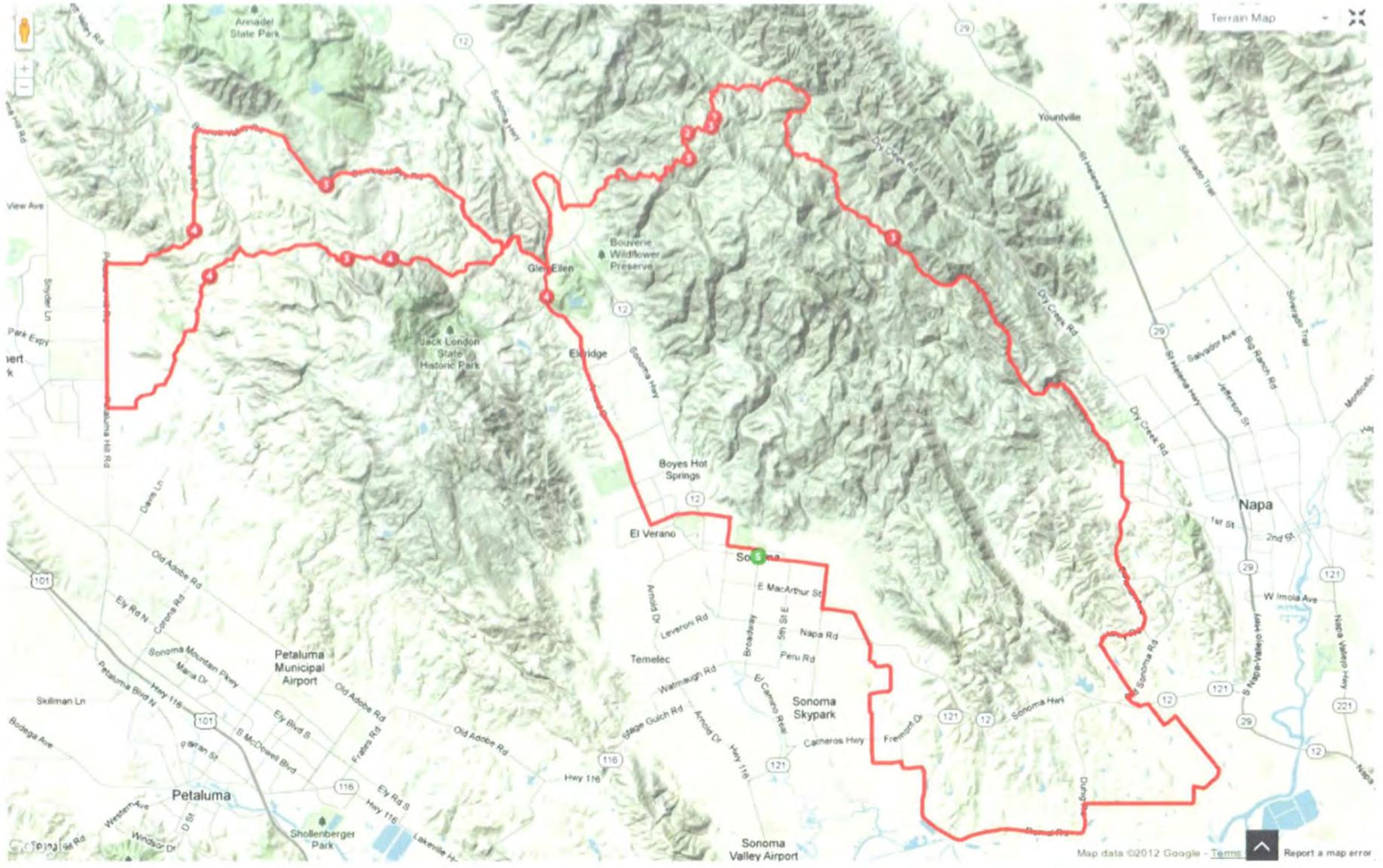
Please indicate the location of all major features and activities associated with this event.



Plaza Event Map ^N

Emergency Access at all Times







City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5L

Meeting Date: 1/28/2013

Department

Administration

Staff Contact

Carol Giovanatto, City Manager

Agenda Item Title

Adoption of a Resolution approving an agreement for the transfer and acceptance of abandonment of a City water easement underlying a portion of the property located at 1360 Broadway [Friedman Home Improvement Corporation] and authorization for the City Manager to execute said agreement including a Quit Claim deed to the property owner Skycrest.

Summary

The City owns a water easement located on the property at 1360 Broadway owned by Skycrest Properties and leased to Friedman's Home Improvement Corporation. The City recently constructed a water main located on Napa Road and therefore no longer needs the old water main and appurtenances within the water easement for any public purpose and subsequently no longer wishes to own or maintain the old water main.

In addition, the tenant of the property, Friedman's Home Improvement Corporation, has constructed a nursery shade structure and concrete pavement over and within the water easement which contains the old public water main. As a condition of the shade structure remaining in place, the tenant has agreed to accept the public water main in its current condition for its own private water use.

The agreement transfers the old water main to the tenant of the property for its private use. The resolution approves the transfer agreement and the vacation and abandonment of a portion of a City water easement on the subject property.

Recommended Council Action

Adopt the resolution approving the Agreement Regarding Transfer and Acceptance of Water Line and the vacation and abandonment of a portion of a City water easement on the property located at 1360 Broadway (APN# 128-271-010 and 128-262-004) and authorize the City Manager to execute said agreement and quit claim deed.

Alternative Actions

None recommended.

Financial Impact

By abandoning the water easement and transferring the old water main to the tenant, the City will no longer be responsible for the ongoing costs for maintenance of the old asbestos pipe water main and appurtenances within the subject water easement.

Environmental Review

Exempt

Status

No Action Required

Attachments:

- Resolution approving the Agreement Regarding Transfer and Acceptance of Water Line and the vacation and abandonment of a portion of a City water easement on the property located at 1360 Broadway
 - Agreement Regarding Transfer and Acceptance of Water Line with Exhibits A through D.
 - Quit Claim Deed
-

Cc's via email: Skycrest Properties
Friedman's Home Improvement Corporation

CITY OF SONOMA

RESOLUTION NO. __ - 2013

A RESOLUTION APPROVING THE VACATION AND ABANDONMENT OF A PORTION OF THE WATER EASEMENT ON THE PROPERTIES OWNED BY SKYCREST PROPERTIES AND APPROVING THE AGREEMENT REGARDING SAID VACATION AND ABANDONMENT BETWEEN CITY OF SONOMA AND SKYCREST PROPERTIES

WHEREAS, City of Sonoma (City) owns a water easement located on the property owned by Skycrest Properties (Owner) with the Assessor's Parcel Numbers 128-271-010 and 128-262-004; and

WHEREAS, the City recently constructed a water main located on Napa Road and therefore no longer needs the water main and appurtenances within said water easement located on the Owner's property for public purposes; and

WHEREAS, City and Owner agree to the vacation and abandonment of a portion of the easement and the water line located within said portion of easement and the terms and provisions as stated in an Agreement Regarding Vacation and Abandonment of a Portion of Easement (Agreement).

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF SONOMA hereby approves the vacation and abandonment of a portion of the water easement on the properties owned by Skycrest Properties and approves the Agreement regarding said vacation and abandonment between the City of Sonoma and Skycrest Properties.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Agreement with all Exhibits referenced in said Agreement upon execution by all parties.

ADOPTED this ___ day of _____, 2013 by the following vote:

AYES:
NOES:
ABSENT:

Ken Brown, Mayor

ATTEST:

Gay Johann, City Clerk

RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

City Clerk
City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

APN# 128-271-010 and 128-262-004

OFFICIAL BUSINESS: Exempt from Recording Fees Pursuant to California Government code §6103

**AGREEMENT REGARDING TRANSFER AND ACCEPTANCE
OF WATER LINE**

This Agreement is entered into on _____, 2012, between the City of Sonoma, a municipal corporation, hereinafter referred to as "City" and Friedman's Home Improvement Corporation, a California Corporation, hereinafter referred to as "Tenant", and is made with reference to the following facts:

RECITALS

- A. Owner is the owner of that certain parcel of real property located at 1360 Broadway, Sonoma, California, commonly known as Assessor's Parcel Numbers 128-271-010 and 128-262-004 and more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the "Real Property").
- B. Tenant leases said Real Property from Skycrest Properties, a California Corporation ("Owner") pursuant to that certain Lease Agreement dated November 1999, by and between Owner and Tenant (the "Lease Agreement").
- C. Within the property line of said Real Property there exists an easement owned by City created by a Grant of Easement dated August 1, 1979, which was granted for the purpose of construction improvement, operation, replacement, maintenance and repair of a public water main and related facilities which serves the Real Property and other City water customers. A copy of said easement is attached hereto as **Exhibit B**, and incorporated herein by reference (the "Easement").
- D. Within a portion of said Easement exists a water line which was constructed pursuant to the terms of said Easement. Said water line consists of an 8-inch Asbestos Cement pipe including valves, fittings and appurtenances (the "Old Water Line"). Said Old Water Line is located within the area of the Easement described in **Exhibit C**, attached hereto and incorporated herein by reference.

- E. Tenant recently constructed a work of improvement upon the Real Property consisting of an expansion and modification of the structures contained thereon. As part of said work, Tenant constructed a nursery shade structure and concrete pavement over and within the Easement which contains the public water main. As a condition of the shade structure remaining in place, Tenant has agreed to accept the public water main in its current condition for its own private water use for the Real Property and City has agreed to abandon the Easement to the Owner.
- F. City constructed a new 2-inch water lateral and connection to the existing 10-inch water main in Broadway (approximately 70 feet in length) and a new 10-inch water main in Napa Road (approximately 500 feet in length) along the frontages of the Real Property on State Right-of-Way on Broadway and City Right-of-Way on Napa Road (the "New Water Line"). The New Water Line is a substitute for the Old Water Line as respects City water distribution to the Real Property and other water customers downstream of the Real Property.
- G. The Old Water Line is no longer needed for public water purposes and Owner and Tenant desire to privately own and maintain said Old Water Line for their private purposes to serve the Real Property and desire for City to abandon a portion of the Easement within which the Old Water Line is situated as more particularly described in **Exhibit C**.
- H. City is agreeable to the transfer of the Old Water Line to Tenant upon the terms and conditions set forth herein and has, concurrently with the approval of this Agreement, taken action to authorize the abandonment of a portion of said Easement. Said vacation is intended to be undertaken and be effective upon the parties hereto entering into this Agreement.

AGREEMENT

In consideration of the foregoing, and subject to the terms and conditions set forth herein below, the parties agree as follows:

1. Vacation and Abandonment of a Portion of Easement. Concurrently with the approval of this agreement City Council has by resolution taken action to authorize, contingent upon the full execution of the Agreement, the abandonment of a portion of the Easement as described in **Exhibit C**, (the "Abandoned Easement") and the Old Water Line improvements located thereon, subject to the terms and conditions contained herein.

2. Acceptance of the Old Water Line. In consideration for the vacation and abandonment as set forth herein, Tenant agrees to accept said Abandoned Easement area and the Old Water Line in their current "As Is" condition with "All Faults", which shall expressly include, but not be limited to the presence of Hazardous Materials, in, the Old Water Line and/or the Abandoned Easement. In this regard, Tenant represents and warrants that Tenant has had the

opportunity to inspect the Old Water Line and Abandoned Easement and has entered into this agreement based upon its rights to make such personal examination and inspection. No person acting on behalf of City is authorized to make, and by execution hereof, Tenant acknowledges and agrees that City has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind of character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the nature, quality or condition of the Old Water Line or the Abandoned Easement, compliance with any environmental protection, pollution or land use laws, rules, regulation, orders or requirements related thereto, the presence or absence of hazardous materials at, on, under, or adjacent to the Old Water Line or the Abandoned, or with respect to any other matter concerning same except as may be otherwise expressly stated herein and that City has no obligations to make repairs, replacements or improvements or to compensate Owner or Tenant relating to same.

3. Construction and Maintenance Expenses. Tenant, at its sole cost and expense shall bear the entire cost and expense of any and all maintenance, repair, replacement, reconstruction, removal or any other required improvement to or of the Old Water Line.

4. Transfer or Removal of Old Water Line. Prior to the termination of Tenant's tenancy in the Real Property, Tenant at its sole cost and expense shall transfer the ownership and maintenance of the Old Water Line and shall assign this Agreement to Owner. If Owner does not permit such transfer and accept such assignment, Tenant shall bear the entire cost and expense of properly removing the Old Water Line. Said removal of the Old Water Line shall be subject to Tenant obtaining all necessary permits and fees associated with such removal.

5. Indemnification and Hold Harmless.

a. Tenant hereby waives any or all claims against City for any and all damages or injury done to the Real Property herein described, the Old Water Line or the Abandoned Easement as a result of City's ownership or any and all activity conducted in the Abandoned Easement.

b. Tenant shall assume all risks of damage to and the condition of the Old Water Line.

c. Tenant further agrees to defend, indemnify, release and hold City, its elected and appointed officials, officers, employees, agents, successors, and assigns, from any and all claims, liabilities, damages, failure to comply with any current or prospective laws, attorney's fees, for loss or damage to property and for injury to or death of any person, or for property damage, inverse condemnation, and/or nuisance brought by any person, including Owner or Tenant, which may arise out of or in any way be connected with, defects in, damage to, the quality of, the design or construction of, maintenance, removal, replacement, rehabilitation, repair, location or presence of the Old Water Line, presence of hazardous materials (as defined under California law) in the Old Water Line or the Abandoned Easement and/or the condition of the Old Water Line or Abandoned Easement. The aforesaid hold harmless and indemnification

obligation shall apply to all damages and claims for damages of every kind, suffered, or alleged to have been suffered, by any person or entity, including, without limitation Tenant and Owner, by reason of any of the aforesaid events, regardless of whether or not City has prepared, supplied, or approved of plans submitted in connection with work to be performed or performed work on, in, or under the Old Water Line or Abandoned Easement and irrespective of City's inspection of the works performed.

6. Waiver. The waiver by City of any breach or any term, covenant, or condition herein shall not be deemed to be a waiver of such term, covenant, condition or any subsequent breach of the same, or any other term, covenant or condition herein contained.

7. Authority of Parties. Each individual executing this agreement in behalf of a corporation or other private entity shall represent and warrant and that he/she is duly authorized to execute this agreement on behalf of the corporation and/or entity, in accordance with the duly adopted resolution of the Board of Directors of such corporation, and/or entity, a copy of said resolution shall be provided to City, along with the executed original of this agreement.

8. Attorney's Fees. In the event that either party is required to bring an action to enforce or interpret terms and conditions of this agreement, the prevailing party shall be entitled to payment of its attorney's fees, as well as expert witness fees.

9. Assigns and Successors. This agreement shall inure to the benefit and be binding upon each party's assigns and successors.

10. Recording. By signature as set forth below, Tenant consents to the recordation of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement the day and year first written above.

CITY:

CITY OF SONOMA

By:

Carol Giovannatto, City Manager

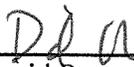
Approved as to Form:

City Attorney

TENANT:

FRIEDMAN'S HOME IMPROVEMENT

By:



David Proctor, COO/CFO

Attach Notary Acknowledgement for each signature

Exhibits:

Exhibit A - Description of Real Property

Exhibit B – Copy of the Existing Water “Easement”

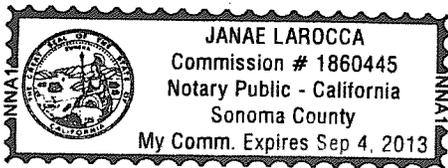
Exhibit C – Legal Description and Plat of the Easement to be Abandoned and Old Water Line to be Transferred

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of SONOMA } ss.

On DECEMBER 13TH, 2012 before me, JANAE LAROCCA, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared DAVID PROCTOR
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Janae Larocca
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: AGREEMENT RE. TRANSFER AND ACCEPTANCE OF WATER LINE
Document Date: 12/13/12 Number of Pages: 5

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

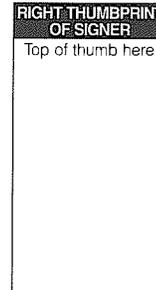


EXHIBIT A

DESCRIPTION OF REAL PROPERTY

All that certain real property situate in the City of Sonoma, County of Sonoma, State of California, described in that certain GRANT DEED recorded October 12, 2007, Document no. 2007-112481, Sonoma County Records.

APN 128-271-010

APN 128-262-004

When recorded mail document to City Clerk City Hall No. 1, The Plaza Sonoma, California 95476

Recorded At Request Of [Signature] at... Min. past... A.M. AUG 16 1979 OFFICIAL RECORDS SONOMA COUNTY CALIF. [Signature] P.D. Recorder

GRANT OF EASEMENT ROBERT M. FARRELL, PEGGY L. FARRELL, and GAIL M. CHAMBERLEN

GRANT(S) TO THE CITY OF SONOMA, A MUNICIPAL CORPORATION,

V 17087

An easement with a right of immediate entry and continued possession for the construction, improvement, operation, replacement, maintenance and repair of a water main and related facilities in, over and upon that certain real property situated in the State of California, County of Sonoma, City of Sonoma, described as follows:

BEGINNING at a point on the Easterly line of Broadway that bears S.07°12'30"W. 172.24 feet distant from the Northwesterly corner of the parcel of land conveyed to Robert M. Farrell, et al, by deed recorded in Book 3496 of Official Records, page 483, Sonoma County Records; thence, parallel with the Northerly line of said parcel conveyed to Farrell, S.82°31'E. 485.03 feet; thence S.07°29'W. 228.91 feet to the Northerly line of Napa Road; thence, along said Northerly line of Napa Road, N.82°31'W. 12.00 feet; thence, leaving said Northerly line, N.07°29'E. 216.91 feet; thence N.82°31'W. 140.00 feet; thence S.07°29'W. 9.00 feet; thence N.82°31'W. 15.00 feet; thence N.07°29'E. 9.00 feet; thence N.82°31'W. 317.97 feet to the Easterly line of Broadway; thence, along said Easterly line, N.07°12'30"E. 12.00 feet to the Point of Beginning.

A.P. 128-262-04 128-271-10

Grantor reserves the right to use the surface providing this use does not interfere with Grantee's rights of this easement, but Grantor shall have no right to construct any buildings or structures or plant any trees within said easement.

Dated August 1st 19 79

[Signatures of Gail M. Chamberlen, Robert M. Farrell, and Peggy L. Farrell]

STATE OF CALIFORNIA) ss County of Sonoma)

On August 1st, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gail M. Chamberlen, Robert M. Farrell and Peggy L. Farrell

This is to certify that the interest in real property conveyed above is hereby accepted by order of the Council of the City of Sonoma by Resolution #64-79 and grantee consents to recordation thereof by its duly authorized officer.

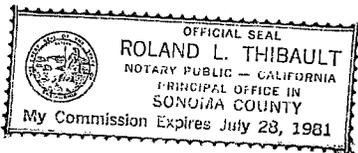
CITY OF SONOMA, A Municipal Corporation

known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same.

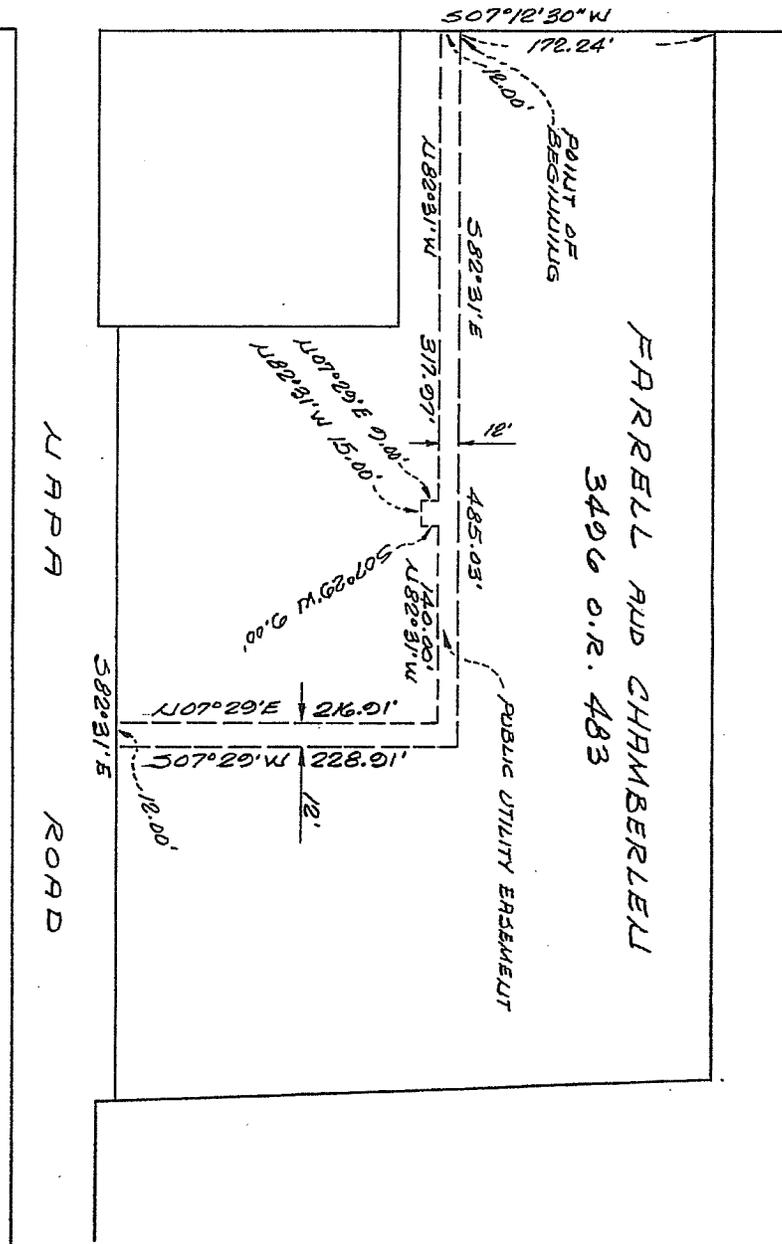
[Signature of Roland L. Thibault] Notary Public's Signature Roland L. Thibault

By [Signature] Mayor Dated August 14, 1979

(NOTARY PUBLIC SEAL)

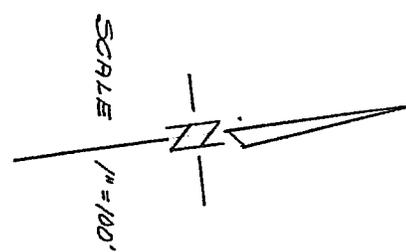


BROADWAY (CALIF. HWY. 12)



FARRELL AND CHAMBERLEY
3406 O.R. 483

UPPER ROAD



PART OF
CITY OF SOLOMA WATERLINE EASEMENT
LANDS OF FARRELL & CHAMBERLEY
3406 O.R. 483
IN THE CITY OF SOLOMA CALIFORNIA

RESOLUTION ACCEPTING DEED OF EASEMENT FROM
ROBERT M. FARRELL, PEGGY L. FARRELL, and GAIL M. CHAMBERLEN
FOR PUBLIC PURPOSES AND AUTHORIZING MAYOR TO
EXECUTE SAME

BE IT RESOLVED by the City Council of the City of Sonoma
that the Deed of Easement offered by Robert M. Farrell, Peggy L. Farrell
and Gail M. Chamberlen to the City for public purposes in
the form attached to this Resolution, marked Exhibit "A", shall be accepted
by the City.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute
an appropriate Certificate of Acceptance upon the original of the Deed
and cause the same to be recorded in the office of the Recorder of Sonoma
County, California.

The foregoing resolution was adopted this 13th day of
August, 1979 by the following roll call vote:
AYES: (5) Clm. McTaggart, Riboni, Ruggles, Tuller,
Mayor Parmelee
NOES: (0) None
ABSENT: (0) None

NANCY PARMELEE
MAYOR

ATTEST:

Clara Best
CITY CLERK

I hereby certify that the foregoing resolution was duly and
regularly passed by the City Council of the City of Sonoma at a regular meet-
ing thereof held on August 13, 1979.

Clara Best
CITY CLERK

THE FOREGOING DOCUMENT IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
FILED IN THE OFFICE

Clara Best
CITY CLERK

V 17087

EXHIBIT C

LEGAL DESCRIPTION

PORTION OF PUBLIC UTILITY EASEMENT TO BE ABANDONED

All that certain real property situate in the City of Sonoma, County of Sonoma, State of California, being a portion of the lands of SKYCREST PROPERTIES, LP described in that certain Grant Deed recorded October 12, 2007 under Document Number 2007112481, Sonoma County Records and being a portion of the lands described in that certain GRANT OF EASEMENT recorded August 16, 1979 in Book 3608 of Official Records at Page 919, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the Easterly line of Broadway that bears S 07°12'30" W, 172.24 feet distant from the Northwesterly corner of the parcel of land conveyed to Robert M. Farrell, et al, by deed recorded in Book 3496 of Official Records, page 483, Sonoma County Records; thence, parallel with the Northerly line of said parcel conveyed to Farrell, S 82°31' E, 10.00 feet to the POINT OF BEGINNING of the lands herein described; thence continuing along said parallel line, S 82°31' E, 475.03 feet; thence S 07°29' W 223.91 feet to a point on a line parallel with the Northerly line of Napa Road and being 5.00 feet Northerly measured at right angle to said Northerly line; thence along said parallel line N 82°31' W 12.00 feet; thence leaving said parallel line, N 07°29' E, 211.91 feet; thence N 82°31' W, 140.00 feet; thence S 07°29' W, 9.00 feet; thence N 82°31' W, 15.00 feet; thence N 07°29' E, 9.00 feet; thence N 82°31' W, 307.97 feet to a point which bears S 07°12'30" W 12.00 feet from the POINT OF BEGINNING; thence N 07°12'30" E, 12.00 feet to the POINT OF BEGINNING.

Containing 0.19 acres, more or less.



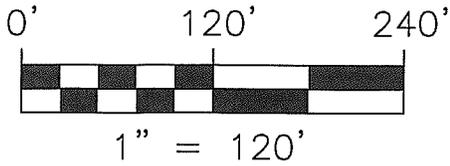
Richard A. Maddock, PLS 8131
Expires 12/31/12

4-23-2012

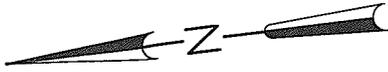


End of Description

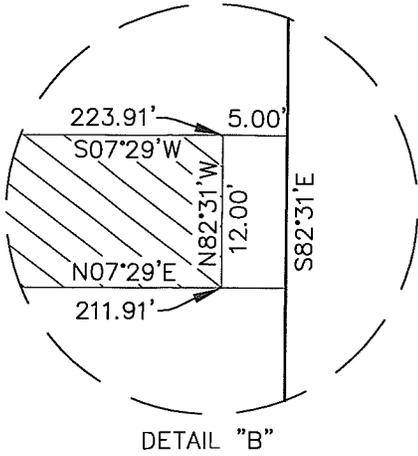
SCALE



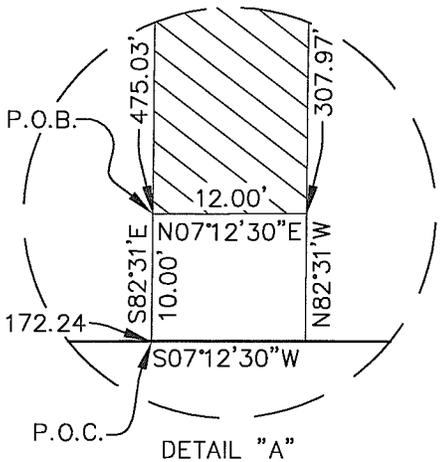
NOTE: THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR EMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION.



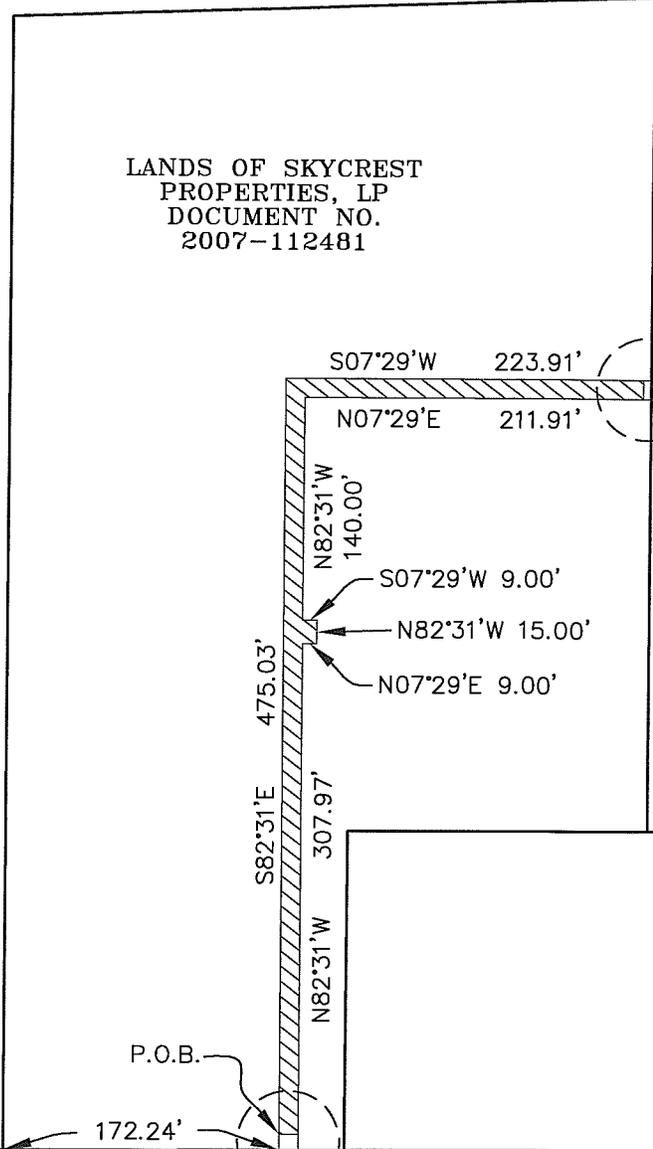
LANDS OF SKYCREST
PROPERTIES, LP
DOCUMENT NO.
2007-112481



DETAIL "B"



DETAIL "A"



SEE DETAIL "B"

NAPA ROAD

BROADWAY

SEE DETAIL "A"

LEGEND

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

- PROPERTY LINE
- PORTION OF EXISTING EASEMENT PER 3608 O.R. 919 TO BE ABANDONED



GHD Inc.
2235 Mercury Way, Suite 150
Santa Rosa, California 95407 USA
T 1 707 523 1010 F 1 707 527 8679
W www.ghd.com

CITY OF SONOMA

EXHIBIT C

PLAT TO ACCOMPANY LEGAL DESCRIPTION.
PORTION OF PUBLIC UTILITY EASEMENT
PER 3608 O.R. 919 TO BE ABANDONED.
THE LANDS OF SKYCREST PROPERTIES, LP
DOCUMENT NO. 2007-112481

Scale: 1"=120'

Date: 08/26/11

DWN. JRO

AREA
0.19 ACRES

SHEET NO.
2 OF 2

EXHIBIT D
CITY OF SONOMA

RESOLUTION NO. __ - 2012

A RESOLUTION APPROVING THE VACATION AND ABANDONMENT OF A PORTION OF THE WATER EASEMENT ON THE PROPERTIES OWNED BY SKYCREST PROPERTIES AND APPROVING THE AGREEMENT REGARDING SAID VACATION AND ABANDONMENT BETWEEN CITY OF SONOMA AND SKYCREST PROPERTISE

WHEREAS, City of Sonoma (City) owns a water easement located on the property owned by Skycrest Properties (Owner) with the Assessor's Parcel Numbers 128-271-010 and 128-262-004; and

WHEREAS, the City recently constructed a water main located on Napa Road and therefore no longer needs the water main and appurtenances within said water easement located on the Owner's property for public purposes; and

WHEREAS, City and Owner agree to the vacation and abandonment of a portion of the easement and the water line located within said portion of easement and the terms and provisions as stated in an Agreement Regarding Vacation and Abandonment of a Portion of Easement (Agreement).

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF SONOMA hereby approves the vacation and abandonment of a portion of the water easement on the properties owned by Skycrest Properties and approving the Agreement regarding said vacation and abandonment between the City of Sonoma and Skycrest Properties.

BE IT FURTHER RESOLVED that the City Clerk is directed to record the Agreement with all Exhibits referenced in said Agreement upon execution by all parties.

ADOPTED this ____ day of _____, 2012 by the following vote:

AYES:
NOES:
ABSENT:

Ken Brown, Mayor

ATTEST:

Gay Johann, City Clerk

Recording Requested By:

City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

When Recorded Return to:

City Clerk
City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

=====
Space Above For Recorder=s Use

QUITCLAIM DEED

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$ 0

- computed on full value of property conveyed, or
- computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area: City and County of _____
- Realty not sold - Transfer from a Governmental entity.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the City of Sonoma, a municipal corporation (“Transferor”) does hereby remise, release and quitclaim to Skycrest Properties, LP (“Transferee”) all right, title and interest Transferor has, if any, in the real property located in the City of Sonoma, County of Sonoma, California, described as:

All that certain real property situated in the City of Sonoma, County of Sonoma, State of California, being a portion of the lands of SKYCREST PROPERTIES, LP described in that certain Grant Deed recorded October 12, 2007 under Document Number 2007112481, Sonoma County Records and being a portion of the lands described in that certain GRANT OF EASEMENT recorded August 16, 1979 in Book 3608 of Official Records at Page 919, Sonoma County Records, being more particularly described as follows:

Commencing at a point on the Easterly line of Broadway that bears S 07°12'30" W, 172.24 feet distant from the Northwesterly corner of the parcel of land conveyed to Robert M. Farrell, et al, by deed recorded in Book 3496 of Official Records, page 483, Sonoma County Records; thence, parallel with the Northerly line of said parcel conveyed to Farrell, S 82°31' E, 10.00 feet to the POINT OF BEGINNING of the lands herein described; thence continuing along said parallel line, S 82°31' E, 475.03 feet; thence S 07°29' W 223.91 feet to a point on a line parallel with the Northerly line of Napa Road



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5M

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Adoption of a resolution decrying the growing and disturbing trend of gun violence and supporting efforts and measures aimed at reducing senseless gun violence in the United States, including but not limited to banning military type guns and assault magazines, requested by Mayor Brown.

Summary

Mayor Brown requested that the City Council adopt a resolution decrying the growing and disturbing trend of gun violence and supporting efforts and measures aimed at reducing senseless gun violence in the United States, including but not limited to banning military type guns and assault magazines. The resolution also expresses support of the appointment of Congressman Mike Thompson as Chair of the federal Gun Violence Prevention Task Force to develop a comprehensive approach to reduce gun violence and make our nation's gun laws more effective, while protecting the rights of law-abiding citizens to own firearms for legitimate purposes.

Recommended Council Action

Council discretion.

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:

Resolution

cc:

CITY OF SONOMA

RESOLUTION NO. xx - 2013

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA DECRYING THE GROWING AND DISTURBING TREND OF GUN VIOLENCE IN OUR SOCIETY AND, MORE PARTICULARLY, GUN VIOLENCE THAT KILLS AND INJURES INNOCENT CHILDREN AND BYSTANDERS. THIS RESOLUTION FURTHER SUPPORTS ALL EFFORTS AND MEASURES AIMED AT REDUCING SENSELESS GUN VIOLENCE IN THE UNITED STATES, INCLUDING BUT NOT LIMITED TO BANNING MILITARY TYPE GUNS AND ASSAULT MAGAZINES

WHEREAS, the United Nations' Office on Drugs and Crime confirms that Americans are living with a greater risk of gun-related death than residents in other developed countries; and

WHEREAS, the United States averaged 10,987 homicides per year by firearm (from 2007 to 2009) compared with an average of 182 in Germany, 75 in Spain and 47 in the United Kingdom during the same time. California and Texas had the most murders by firearm in 2011, with 1,220 and 699, respectively; and

WHEREAS, although nothing can replace the twenty young children and six adults who had their lives taken from them at Sandy Hook Elementary School on December 14, 2012, measures can be taken to prevent such senseless tragedies in the future so that these victims' lives will not have been lost in vain; and

WHEREAS, as a first step in this process, we whole-heartedly support the appointment of Congressman Mike Thompson as Chair of the federal Gun Violence Prevention Task Force to develop a comprehensive approach to reduce gun violence and make our nation's gun laws more effective, while protecting the rights of law-abiding citizens to own firearms for legitimate purposes; and

WHEREAS, efforts to reduce gun violence could include efforts such as strengthening requirements for background checks for gun purchase, improving mental health services, and keeping military type guns and assault magazines out of our communities.

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

1. To encourage local, state, and federal legislators to enact reforms to limit access to military type weapons and assault magazines;
2. To call upon community institutions and other agencies to actively promote the passage and strict enforcement of local, state, and national legislation that controls the manufacture, importation, exportation, sale, purchase, transfer, receipt, or possession of military type weapons and assault magazines and their parts; excluding rifles and shotguns used for sporting or hunting purposes;
3. To call upon our mental health and education professionals to convene workshops to discuss ways to respond to the growing tragedy of gun violence in our schools and among our children and, further, to educate parents and children on gun safety, violence prevention and the public health impact of gun violence;

4. To call upon the media and the entertainment industry to refrain from promoting gun violence to our children and youth.

The foregoing Resolution was duly adopted this 28th day of January 2013, by the following vote:

Ayes:

Noes:

Absent:

Ken Brown, Mayor

ATTEST:

Gay Johann, City Clerk



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 5N

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Approval and ratification of the appointment of Harry Blum to the Community Services and Environment Commission for a two-year term ending January 28, 2015.

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.

Mayor Brown and Councilmember Gallian recently interviewed three applicants and Mayor Brown has nominated Harry Blum for appointment as the CSEC Alternate member for an initial two-year term.

Recommended Council Action

Ratification by the City Council.

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 Harry Blum

cc: Harry Blum, via email

resident

RECEIVED

JUL 13 2012

CITY OF SONOMA



CITY OF SONOMA

COMMISSION APPLICATION

NAME: HARRY Blum
ADDRESS: 34 N 1st St West Apt #5
MAILING ADDRESS: SAME

CONTACT INFO (Please include daytime & evening phone numbers and email address):
707-227-9450 Cell
harryblum@gmail.com

COMMISSION OF INTEREST: Community Ser & Environment

HAVE YOU EVER ATTENDED A MEETING OF THIS COMMISSION? No HOW MANY? 0

If you are not selected for the commission listed above, would you be interested in serving on any of our other commissions? If so, please indicate which commission(s): _____

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA? 1 yr 4 months
PRESENT OCCUPATION: TV ENGINEER KSVU

EDUCATION

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Old Dominion	Business	1 yr
Laguna College	BUSINESS	2 yrs 1974

COMMUNITY SERVICE EXPERIENCE

ORGANIZATION	DATES SERVED	POSITION
Del Norte Council	1995-2000	BOARD OF DIRECTORS
Northeast	1990-1993	BOARD OF DIRECTORS
Up With People	1965-1969	DIRECTOR

(Use additional paper if necessary)

OTHER RELEVANT EXPERIENCE OR EXPERTISE: Managed Multi-million Dollar Business learned to utilize resources with regard to property protection

WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS COMMISSION?

To Advise City Council as to use of preservation and enhancement of public space

WHICH ACTIVITIES OF THIS COMMISSION INTEREST YOU THE MOST?

Helping to protect our PLAZA & Open Spaces for optimum use and long term protection

WHICH ACTIVITIES INTEREST YOU THE LEAST?

NONE OF IT! I BELIEVE IT IS ALL very important

WHAT WOULD BE YOUR GOAL AS A COMMISSIONER?

To bring a new or different perspective to the commission

WHAT DO YOU FEEL YOU COULD CONTRIBUTE TO SEE THESE GOALS REALIZED?

I believe we must help ensure that these areas are preserved for the future

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

MAYOR PRO TEM KEN BROWN 938-8623 GARY MAGNANI 364-1984

SOME COMMISSION POSITIONS MUST BE FILLED BY A QUALIFIED ELECTOR OF THE CITY OF SONOMA. A QUALIFIED ELECTOR IS A PERSON WHO IS 1) A U.S. CITIZEN; 2) AT LEAST 18 YEARS OF AGE; AND 3) RESIDES WITHIN THE BOUNDARIES OF THE CITY OF SONOMA.

ARE YOU A QUALIFIED ELECTOR OF THE CITY OF SONOMA?

YES NO

I DECLARE UNDER PENALTY OF PERJURY THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

[Signature]
Applicant Signature

July 12/2012
Date

All submitted applications are available for public inspection.

Return completed form to:
City Clerk
City of Sonoma
No. 1 The Plaza
Sonoma CA 95476



City of Sonoma
City Council/Successor Agency
Agenda Item Summary

City Council Agenda Item: 6A

Meeting Date: 01/28/2013

Department

Administration

Staff Contact

Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Approval of the portions of the Minutes of the December 12, 2012 and the January 7, 2013 City Council / Successor Agency 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 5B for the minutes



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 8A

Meeting Date: 01/28/2013

Department

Planning

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Discussion, consideration and possible action on a report from the Traffic Safety Committee on the usage of the West MacArthur Street Class II Bike Lanes (requested by Councilmember Barbose).

Summary

By way of background, the Class 2 bike lanes on West MacArthur Street, which were completed in March 2012 as part of a comprehensive bicycle improvement project, were called for in the City's Bicycle and Pedestrian Master Plan, adopted by the City Council in 2008. It was known throughout the consideration of the bicycle improvement options preceding the adoption of the Plan that implementing Class 2 lanes on West MacArthur Street would require the removal of off-street parking along one side of the street. The Master Plan and priority bicycle improvements were developed through a lengthy process involving extensive community outreach, including:

- Two community forums.
- A mailed survey to property owners and residents along each of the segments proposed for Class 2 bike lanes, informing them that the removal of on-street parking was contemplated.
- Public hearings before the Traffic Safety Committee, the Community Services and Environment Commission, and the Planning Commission, each of which included in its recommendations the West MacArthur Street bike lanes.
- Two City Council reviews of the Bicycle and Pedestrian Master Plan.

In addition, at its meeting of January 19, 2011, the Council reviewed and approved the construction project implementing the Comprehensive Bicycle Improvement Project, which included the installation of Class 2 bike lanes on West MacArthur Street and Fifth Street West and the removal of on-street parking.

In September of 2012, Mayor Sanders forwarded to staff a citizen concern that the West MacArthur Street bike lanes were under-utilized. Since bike counts were planned for other bike routes in the vicinity as part of a grant reporting process, staff added the MacArthur bike lanes to those counts, which were taken on October 3, 2012, in conjunction with "Walk and Roll to School Day", an annual event that promotes student bike ridership. The results of those counts are detailed in the attached memo from Frank Penry, Traffic Engineer. In summary, counters observed approximately 25 students using the bike lanes in each of the two peak use periods. As requested by the Mayor, the results of those counts were reported to the Traffic Safety at its meeting of November 27, 2012.

As summarized in the attached minutes, Committee-members expressed concern that the lanes were under-utilized and recommended that that staff continue with bicycle education and promotion programs in order to increase ridership and usage. While it is fair to say that counts taken on a Walk and Roll to School day may represent a peak level of usage rather than a normal average, it is important to recognize the bike lanes were installed less than a year ago and that it takes time, effort, and education to promote a culture of bike usage, especially in areas that may have previously been considered unsafe or undesirable with respect to bike ridership.

Recommended Council Action

Receive report. Note: Moving forward, it is staff's intention to conduct bicycle ridership counts on an annual basis.

Alternative Actions

N.A.

Financial Impact

The bike lane/bike signage project was completed (below the budget estimate) at a cost of \$148,700 and was funded using a combination of redevelopment bond money and a TFCA grant.

Environmental Review

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

Status

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

Attachments:

1. Email from Frank Penry, Traffic Engineer (October 4, 2012)
 2. Draft minutes of the Traffic Safety Committee meeting of November 27, 2012
-

cc: Frank Penry, Traffic Engineer
Evan Sprague, 355 West MacArthur Street
Sandra Lupien, Sonoma County Bicycle Coalition

Subject: RE: Bike Counts

Date: Thursday, October 4, 2012 3:39:13 PM Pacific Daylight Time

From: Frank Penry <Frank.Penry@ghd.com>

To: David Goodison <davidg@sonomacity.org>, Wendy Atkins <WendyA@sonomacity.org>

CC: Terrie Zwillinger <Terrie.Zwillinger@ghd.com>

David & Wendy,

I wanted to let you both know that the bicycle counts went well yesterday. Terrie and I were able to travel the paths throughout the day observing bicycle traffic around the city. Based on counts taken during the peak school periods and those observations, I was able to report on bicycle traffic throughout the day for use in the TFCA Final Report. Additionally, the data provided an indication of the bicycle traffic observed and anticipated on West MacArthur Street.

Based almost solely on Adele Harrison Middle and Sonoma Valley High School bike traffic, West MacArthur Street serves more bicycle traffic than any of the other recently installed facilities. Direct observations of bicycle traffic on West MacArthur included nearly 25 students in each of the peak school periods. Additional observations show that at least two bikes travel along the roadway per hour, throughout the remainder of the day.

As indicated in previous emails, our counts would be based on observations of the type and general direction of cyclists provided insight into the trips over the course of the day. Riders were identified as students, parents, commuters, or recreational. Those children riding to school were assumed to have two trips, to school and from school. Parents assisting children to school were assumed to have four trips, to school, back home, back to school, and back home. Commuters were assumed to two trips, to work and home. Recreational riders, included those that appeared to be riding for recreational and local trips (market, appointment, etc.), and were used to develop the average hourly presence of riders upon a roadway. As for the parents trips, they were predominantly observed assisting students to the elementary schools; specifically Prestwood and St Francis. Both of these schools had an exceptional number of cyclists and apparently exceeded their bike parking facilities. It should be noted that Sassarini had minimal bike traffic, with just 4 bikes counted in the bike rack.

As we noted, yesterday was National Walk & Roll to School Day. While this would be anticipated to indicate a peak demand, the success of education and encouragement programs have shown to increase average ridership. The provision of these new facilities since the last Walk & Roll Day is expected to support the continued increase in bicycle traffic. For the TFCA grant, the lifetime of the project is 15 years and average growth is expected over that time. It was clear that both Prestwood and St. Francis participated in Walk & Roll to School Day, we understand that Sassarini did not. Traffic on West MacArthur was observed to have little influence by the two Elementary schools, as nearly all student riders were of at least a secondary school age. It is unclear the level of participation in Walk & Roll to School Day at the secondary level; however riders observed to travel as if they did this regularly. I'm not inclined to think the number of middle or high school riders to be atypically high because of Walk & Roll to School.

As for additional observations along West MacArthur; there is varying degrees of use along the entire roadway, from Fifth Street West to Broadway. Due to parallel routes, West MacArthur serves a majority of traffic closer to Broadway. A resident located west of Fryer Creek may not observe as much traffic as noted with this count. Bike and pedestrian traffic is clearly collected and increases along West MacArthur on approach to Broadway (Schools). Throughout the day there was an average of two trips observed per hour, adding to the usage.

Frank Penry, PE, TE, PTOE
Senior Traffic Engineer

GHD Inc.

[WATER](#) | [ENERGY & RESOURCES](#) | [ENVIRONMENT](#) | [PROPERTY & BUILDINGS](#) | [TRANSPORTATION](#)

Please consider our environment before printing this email

From: David Goodison [mailto:davidg@sonomacity.org]
Sent: Monday, October 01, 2012 8:35 AM
To: Wendy Atkins; Frank Penry
Subject: Bike Counts

EVI

CITY OF SONOMA
Traffic Safety Committee
Emergency Operations Center, 175 First Street West
November 27, 2012
MINUTES

I hereby declare under penalty of perjury that the agenda for this meeting was posted on Friday, November 26, 2012, on the bulletin board outside the front of Sonoma City Hall, No. 1 The Plaza, and 175 First Street West Sonoma, California. Chair Haeuser called the meeting to order at 6:00 p.m. in the Emergency Operations Center, Sonoma Police Department 175 First Street West.

Roll Call:

Present: Chair Haeuser, Members Diaz, Golenpaul, Sutcliffe, Keegan,
Woodcock (Alternate)

Absent:

Others Present: Police Chief Sackett, Traffic Deputy Baraz, Street Supervisor Merrill,
Administrative Aide Proctor, Administrative Assistant Morris, City Traffic
Engineer Penry

Chair Haeuser stated that no additional items would be heard unless mentioned during the start of the meeting. Any decisions made tonight can be appealed within 15 days to the City Council. He reminded everyone to turn off cell phones and pagers.

COMMENTS FROM THE PUBLIC: None

APPROVAL OF MINUTES: Chair Haeuser made a motion to approve the minutes of January 11, 2012 as submitted. The motion was unanimously approved 5-0.

CORRESPONDENCE: None

Item 4.1 – Public Hearing – Appeal of a denial of a red curb on Broadway and Clay

Contact: Robert Mosher

Chief Sackett presented staff's report.

A primary concern is pedestrian safety stemming from potential right of way issues. It was noted that there have been no significant reported accident history with records indicating only 2 incidents within the last 10 years. Pictures were projected on the overhead screen illustrating the apparent blocked view. The limit line, according to the vehicle code, allows a stop (existing protected shoulder) then a turn when a sight line is sufficient.

Chair Haeuser, opened the public hearing.

Robert Mosher, neighbor, speaks on behalf of a group that frequents the intersection. He feels the photos are good but not a completely accurate portrayal. They agree that the billboard is not a visual obstruction.

Phyllis Mosher, neighbor, cautions people to hesitate before proceeding through the intersection.

Karen Carroll, resident, feels that crossing Broadway is very unsafe.

Charlene Thomason, resident, avoids the intersection since it is problematic.

Chair Haeuser closed the public hearing.

Committee Discussion:

Members discussed the pros and cons of installing a red curb on Broadway (North of Clay) and on a portion of Clay Street. The consensus is that the intersection is dangerous since cars need to cautiously proceed to avoid traffic and pedestrians crossing Broadway. Members Golenpaul and Diaz prefer Staff to determine how much red paint is needed.

Recommendation to Staff:

Member Keegan requests that 25 ft. be painted for a safer intersection. Member Diaz seconded. The motion was unanimously approved 5-0. The consensus is to uphold the appeal and direct the Public Works Department to install a minimum of 50' painted red curb on Broadway and 10' on Clay Street.

Item 4.2 – Public Hearing – Review of the Bike Lane usage rates on Fifth Street West and W. MacArthur. A citizen is requesting the City consider removing the Bike Lane.

Contact: E.S. Sprague

Chief Sackett presented staff's report.

Traffic Engineer Penry explained the details regarding the bike lane usage rates, funding for the project and the process by which the bicycle routes were chosen.

Chair Haeuser, opened the public hearing.

Sandy and Renee Sprague, residents, are of the opinion that bike riders do not use the lanes and parking spaces should not have been removed.

Joe Harikian, resident, sees children riding their bikes on the sidewalk instead of the bike lanes.

The public represented felt that the results of the study were biased since the count was done on Bike and Walk to School Day (10-3). They were concerned about the loss in parking spaces decreasing their property values and noted that high school students ride on the sidewalk not the bike lanes.

Chair Haeuser, closed the public hearing.

Committee Discussion:

A discussion ensued led by Traffic Engineer Penry. He discussed the implemented Pedestrian and Bicycle Improvement Plan. Members expressed their opinion that the bike lanes are underutilized and more public outreach is necessary.

Chair Haeuser asked about the possibility of eliminating a bike lane if there was a financial impact for the City. Chief Sackett explained the topic could be explored at another time. (Informational meeting re: removing bike lanes)

Recommendation to Staff:

It was suggested that Associate Planner Atkins could assist with another traffic study count. Alternate Member Woodcock, 1st District representative on the Sonoma County Bicycle Coalition, will communicate further outreach to promote the use of the Pedestrian and Bicycle lanes.

Item 4.3- Review of improvement to the intersection at Fourth Street East and Brazil, which includes a proposed “No Parking Zone” on Fourth Street East approximately 25’ prior to the stop sign.

Contact: Karen Carroll, Allen (Bud) Maffei

Chief Sackett presented staff’s report.

A primary concern is pedestrian safety stemming from potential right of way issues. It was noted that there has been no significant reported accident history with records indicating only 2 incidents within the last 10 years, neither of which involved pedestrians

Chair Haeuser opened the public hearing.

Allen (Bud) Maffei, resident, views the new stop sign as a big improvement and would favor speed bumps to slow down traffic.

John Bouldt, resident, considers the area, based on lack of demarcation, “dangerous to the public’s health and safety” and has viewed many “near miss accidents” over the years with the speeding traffic passing through. He requested a re-assessment of Brazil Street and suggests that it be widened since it is only 15 feet wide or made a one way.

Susan Harris, resident, likes the botts’ dots and stop signs.

Bill Harris, resident, supports 25 ft. for a no parking zone (South of the stop sign).

Mark Henevald, Planning Commissioner, comments that residents have expressed their position to have no sidewalks to retain the rural nature of the area. Some property owners have been granted exceptions for sidewalk improvements.

Michael Carroll, resident, has observed several traffic concerns from large trucks, tour buses, and children and would like a stop sign going West and a sidewalk exception.

Rebecca Slazinski, resident, wants to preserve the picturesque area without compromising safety.

Chair Haeuser closed the public hearing.

Committee Discussion:

Members evaluated a variety of options to alleviate the concerns expressed by the public. Chief Sackett’s goal is to provide additional safety measures without compromising too much of the

allowable parking spaces. He will analyze the stop sign, speed bumps and red zone enforcement.

Recommendation to Staff:

The Public Works Department will evaluate the possibility of placing speed bumps on both Brazil Street and Fourth Street East and install a stop sign for the westbound traffic on Brazil Street. Traffic Engineer Penry will conduct the stop sign warrant analysis.

Item 4.4- Consideration of traffic safety impact in response to a recently approved tasting room facility at 143 West Spain Street.

Chief Sackett presented staff's report.

Contact: Philip Rosasco

Chair Haeuser opened the public hearing.

Philip Rosasco, neighbor, expressed concerns about the negative impact associated with the future use of the building. An increase of people will cause more traffic congestion.

Mark Henevald, Planning Commissioner, would like to see more interaction with the Traffic Safety Committee on issues that might be addressed before the Planning Commission makes a decision.

Chair Haeuser closed the public hearing.

Committee Discussion:

Members suggested making the street one way which would require more public outreach and City Council approval.

Recommendation to Staff:

Public Works will consider refreshing the red zones, follow up with the property owners on either side of the Church Street Alley about trimming the hedges (regulations) for more visibility and re-evaluate in 6 months after the Tasting Room has opened.

Member Comments (General):

Member Golenpaul is concerned about disabled parking. Parking enforcement makes citations in the major parking lots.

Comments from the Audience: None

Adjournment: Chair Haeuser made a motion to adjourn. Member Diaz seconded. The meeting adjourned at 9:07 p.m. to the next regular meeting scheduled for 6:00 p.m. to be determined.

Approved:

Cristina Morris, Administrative Assistant



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 8B

Meeting Date: 01/28/2013

Department

Planning

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Update on One Bay Area Transportation grant application for the resurfacing of Napa Road.

Summary

Note: this item was originally scheduled for review by the City Council at the meeting of December 17, 2012; however, it was postponed at the request of Councilmember Cook. The earlier agenda item addressed the adoption of a "Complete Streets" policy as a means of fulfilling the requirements of the grant, but staff subsequently identified an alternative approach as discussed below. Pursuant to the Complete Streets Act, adopted by the State Legislature in 2008, the Metropolitan Transportation Commission (MTC), the regional body in the Bay Area that disburses federal funding for transportation grants, has updated the process and eligibility requirements associated with the transportation grants. In the Bay Area, the requirements set forth in the Complete Streets Act for integrating transportation, land use planning, and climate protection are being implemented through the One Bay Area Plan, developed jointly by MTC and the Association of Bay Area Governments (ABAG). This initiative includes a grant component known as OBAG (One Bay Area Grant), which establishes program commitments and policies for disbursing roughly \$800 million over a four-year period (FYs 2012-13 through 2015-16). In order to be eligible for OBAG grants, agencies must demonstrate compliance with "Complete Streets" principles, which means, in essence, that the needs of all transportation users need to be taken into account, not just in overall circulation planning but also when considering individual projects. This does not mean that each and every project must include sidewalks and a bike lane, but rather that consideration is given in the early stages of project design to a range of possible users so that context-appropriate opportunities to address a variety of user needs are not overlooked.

Staff had originally understood that demonstrating local compliance with Complete Streets principles required the adoption of a model resolution developed by MTC implementing a Complete Streets program. However, staff subsequently learned of an alternative approach, that of "self-certification." Under this approach, if a local jurisdiction is able to demonstrate that the Circulation Element of its General Plan already embodies Complete Streets principles, it may self-certify that it is already in compliance. Because Sonoma's Circulation Element was explicitly designed to address the needs of pedestrians, bicyclists, transit users, and drivers, staff was able to make this finding, thereby avoiding the need to adopt the model resolution and associated program requirements (see attached letter to the SCTA). In staff's view, the self-certification approach is preferable because it preserves local flexibility. The Complete Streets program associated with the model resolution, while it could be adjusted to local conditions, represented a "one size fits all" approach that would have mandated a number of somewhat cumbersome procedures on an on-going basis. If this had been the only choice, it would likely have been worthwhile given that Sonoma is increasingly reliant on MTC grant funding for road improvement projects now that redevelopment is gone. However, the self-certification approach is clearly preferable. That said, it is clear that the requirements associated with these MTC grants will become increasingly restrictive in future funding cycles and staff will continue to keep the City Council apprised of such conditions, especially those that represent on-going commitments that have staffing and funding implications for the City.

On a related note, staff will continue to pursue grant opportunities and other outside funding opportunities as they become available in order to support infrastructure projects. With the loss of redevelopment and associated tax increment, infrastructure improvement projects will be severely hampered without such funding. To the extent funding becomes available from other sources, such programs will be brought forward to Council for consideration.

Recommended Council Action

Receive update on grant application.

Alternative Actions

N.A.

Financial Impact

In the absence of redevelopment, OBAG transportation funding will be critical to meeting the City's street maintenance needs. The City has filed for OBAG funding in the amount of \$480,000 to resurface Napa Road. Based on the current status of the grant review, it appears that Sonoma will receive a minimum of \$250,000 and it may receive the entire \$480,000 that it has requested.

Environmental Review

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

Status

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

Attachments:

1. Letter to SCTA re "Self-Certification"
-

cc:

January 18, 2013

Sonoma County Transportation Authority
Attn: Suzanne Smith
490 Mendocino Avenue
Santa Rosa, CA 95401

Re: Certification of Compliance with “Complete Streets” Policy Provisions

Dear Ms. Smith:

In researching the requirements associated with applying for One Bay Area Grant (OBAG) transportation funding, the City of Sonoma has undertaken an analysis comparing the City’s 2020 General Plan to the guidance published by the Office of Planning and Research on updating general plan circulations to incorporate “complete streets” principles as required by AB 1358. As set forth in AB 1358 the intent of complete streets is to ensure that communities plan for and implement a: “...*balanced, multimodal transportation network that meets the needs of all users of the streets, roads, and highways for safe and convenient travel in a manner that is suitable to the rural, suburban, or urban context of the general plan.*” The legislation then goes on to define the transportation network users as including “...*bicyclists, children, persons with disabilities, motorists, movers of commercial goods, pedestrians, users of public transportation, and seniors.*” In December 2010, the Office of Planning and Research (OPR) published detailed guidelines for the update of circulation elements in accordance with those directions. Based on its review, the City has determined that the its General Plan and its Circulation Element, although adopted prior to the advent of the Guidelines, fully incorporate the policy directions and practices for complete streets that are relevant to Sonoma’s particular planning context, as set forth below.

Establishing a Multi-Modal Transportation Network Addressing All User Groups

A key objective of complete streets is the development of a multi-modal transportation network that serves all users, rather than a system that privileges the automobile over other transportation modes. The City of Sonoma Circulation Element begins with a set of three goals that address pedestrians, bicyclists, and transit and automobile users, meaning that at the outset equal policy weight is given to all modes and user groups relevant to Sonoma’s planning context. The policies that flow from these goals correlate with each other and with the Land Use Plan in developing an integrated circulation network addressing all relevant modes, with an emphasis on safety and traffic calming over vehicle trip efficiency. These policies are based on quantified information, to the extent available, and they address existing and projected needs within all transportation modes based on Sonoma’s unique demographic circumstances. Through this approach, Sonoma’s Circulation Element equitably addresses the needs of all user groups, including seniors and the disabled.

Local Context

With respect to local context, Sonoma is a relative small community (2.7 square miles in area) that encompasses a mix of urban and rural land uses. The city’s compact form and generally flat topography make it highly suited to walking and bicycling and by maintaining its historic grid street system vehicle trips can be dispersed throughout the road network, although Highway 12 is a dominating element. Transit is limited to bus service (primarily provided by Sonoma County Transit). The Circulation Element

responds to this context by 1) promoting walking and bicycling through improvements to pedestrian and bicycle infrastructure as well as safety and educational programs, 2) establishing a hierarchy of street types appropriate to the range of local settings, and 3) working with transit providers to increase services and promote ridership. The street hierarchy is carried forward in the City's Development Code, which establishes a wide range of street sections for commercial, residential, and rural settings.

Implementation

The Complete Streets principles embodied in the Circulation Element are carried out through General plan implementation measures, other implementing plans (such as the Bicycle and pedestrian plan), and Departmental policies and practices.

General Plan. The basic framework for complete streets is established in the implementation measures of the Circulation Element. Key measures in this regard include the following:

- Create and fund a pedestrian improvement category in the five-year Capital Improvement Program as a mechanism for identifying, budgeting, and implementing specific pedestrian improvements, including constructing pathways and repairing and completing sidewalks.
- Install crosswalk actuators and improve bicycle safety signs at all signalized intersections and bikeway crossings.
- Work with Caltrans, the County Bicycle Authority, and the SCTA to coordinate bicycle improvements within Sonoma Valley, to provide connections to regional routes, and to incorporate bicycle facilities, and services, such as carriers and racks, on transit buses and at bus stops.
- Work with schools and other interested organizations to establish safe bike routes and to promote bicycle use, registration, safety, and etiquette in accordance with the Police Department bicycle education program.
- Prioritize and implement bicycle and trail improvements through the five-year Capital Improvement Program and the Bicycle and Trail Implementation Plan.
- Implement Development Code requirements for bicycle access and amenities in commercial and multi-unit residential developments and update the provisions as necessary.
- Work with Sonoma County Transit to improve transit services and report annually to the City Council on ridership and new initiatives.
- Work with the County and the Sonoma Valley Citizens Advisory Commission to monitor potential traffic impacts of proposed development, to identify options for circulation improvements, and to implement methods of alleviating traffic congestion, such as improved signal timing along Highway 12.
- Implement adopted traffic calming procedures through the Traffic Safety Committee.

Sonoma Bicycle and Pedestrian Plan. Adopted in 2008, the City's Bicycle and Pedestrian Plan set forth proposed bikeways for Sonoma. The system includes all three classes of bikeway – as well as the Caltrans/County designated regional touring route of Broadway, West Napa, and Sonoma Highway. In addition, significant pedestrian routes (including hiking trails), both existing and proposed, are depicted. The Bicycle and Pedestrian Plan includes the following elements:

- Identifies links to major community focal points such as schools, shopping, historic and cultural sites, parks, and other recreational facilities with the residential areas of the city.
- Provides continuity and visibility that will make the bicycle network a safe, effective, and efficient alternative to the automobile.
- Establishes Class 1 and 2 routes wherever possible, while recognizing that existing street widths

and on-street parking needs place limitations on the potential location and extent of these type of routes.

- Provides convenient pedestrian and bicycle access to significant recreational and open space areas.
- Establishes and implement standards for pedestrian and bicycle amenities.
- Sets forth target dates for route and facility completion are established in the plan.

Traffic Calming Plan. The City's Traffic Calming Plan, adopted in 2003, encompasses the following:

- Identifies the overall need for traffic calming and pedestrian improvement measures in terms of both quantified measures and public perceptions.
- Inventories the city's sidewalk system in terms of gaps, impediments to pedestrian use, and ADA goals.
- Establishes a comprehensive approach to traffic calming that includes education, enforcement, and a publicly accessible and timely process, based on objective criteria, for evaluating and implementing requests for traffic calming measures.
- Identifies traffic calming street improvements that are safe, effective, suitable to local conditions, and not an impediment to emergency response.

Development Code. The Development Code is a key implementing document with respect to complete streets principles in that it establishes requirements for new development in the areas of street types and block configuration, sidewalk improvement requirements, bicycle and pedestrian amenities, and parking standards.

Project Review Procedures. The City evaluates transportation improvement and maintenance project and activities on an interdepartmental basis to identify opportunities for addressing the needs of all transportation users as feasible and appropriate based on the location and circumstances of the project. Consistency is required with respect to the General Plan, the Bicycle and Pedestrian Plan, the Traffic Calming Plan and the Development Code. The Public Works Department, which takes the lead in this area, has committed to using MTC's "Complete Streets Checklist" as a tool in the project review and development process.

Certification of Compliance

As summarized in this review, the City of Sonoma hereby certifies that its Circulation Element and supporting implementation documents and procedures are in compliance with the Complete Streets principles and policy directions as set forth in the 2010 OPR "Update to the General Plan: Complete Streets and the Circulation Element."

Thank you for your consideration and please let me know if you have any questions about this matter.

Sincerely,

David Goodison
Planning Director

cc: Sean Co, Active Transportation Planner
Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607-4700



City of Sonoma
City Council
Agenda Item Summary

Agenda Item: 10A
Meeting Date: 01/28/2013

Department Administration	Staff Contact Gay Johann, City Clerk/Assistant to the City Manager
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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 BROWN	MPT. ROUSE	CLM. BARBOSE	CLM. COOK	CLM. GALLIAN
AB939 Local Task Force	ABAG Alternate	Cittaslow Sonoma Valley Advisory Council, Alt.	Cemetery Subcommittee	ABAG Delegate
Oversight Board to the Dissolved CDA	City Audit Committee	North Bay Watershed Association	City Facilities Committee	Cemetery Subcommittee
Sonoma Community Center Subcommittee	City Facilities Committee	Sonoma Community Center Subcommittee	LOCC North Bay Division Liaison	Cittaslow Sonoma Valley Advisory Council
Sonoma County Health Action, Alternate	Sonoma County Mayors & Clm. Assoc. BOD	Sonoma County Transportation Authority & Regional Climate Protection Authority, Alternate	Oversight Board to the Dissolved CDA, Alt.	City Audit Committee
Sonoma County Mayors & Clm. Assoc. BOD	Sonoma County M & C Assoc. Legislative Committee, Alt.	Sonoma County Waste Management Agency	Sonoma County M & C Assoc. Legislative Committee	LOCC North Bay Division Liaison, Alternate
Sonoma Disaster Council	Sonoma Disaster Council, Alternate	Sonoma County/City Solid Waste Advisory Group (SWAG)	S. V. Library Advisory Committee	Sonoma County Transportation Authority & Regional Climate Protection Authority
Sonoma Housing Corporation	Sonoma Housing Corporation	VOM Water District Ad Hoc Committee, Alternate		Sonoma County/City Solid Waste Advisory Group (SWAG), Alt.
S. V. Citizens Advisory Commission	Sonoma Valley Citizens Advisory Comm. Alt.	Water Advisory Committee, Alternate		LOCC North Bay Division, LOCC E-Board, Alternate (M & C Appointment)
S.V.C. Sanitation District BOD	S.V.C. Sanitation District BOD, Alt.			Sonoma County Ag Preservation and Open Space Advisory Committee (M & C Appointment)
S.V. Economic Development Steering Committee	S.V. Economic Development Steering Committee, Alt.			VOM Water District Ad Hoc Committee
S.V. Fire & Rescue Authority Oversight Committee	S.V. Fire & Rescue Authority Oversight Committee			Water Advisory Committee
S. V. Library Advisory Committee, Alternate				
Substance Abuse Prevention Coalition				

Recommended Council Action – Receive Reports

Attachments: None