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

Monday, May 20, 2013

5:00 p.m. Joint Meeting With The Sonoma Valley Health Care District
EOC – 175 First Street West
(Special Meeting)

6:00 p.m. Regular Session
Community Meeting Room, 177 First Street West

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

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AGENDA

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

5:00 P.M. – Joint Meeting With The Sonoma Valley Health Care District

1. Call to order and introductions

2. Discussion of items of mutual interest

6:00 P.M. – REGULAR MEETING

CALL TO ORDER & PLEDGE OF ALLEGIANCE
ROLL CALL (Barbose, Rouse, Gallian, Cook, 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: **Recognition of Gerry Simmel's service on the Cultural and Fine Arts Commission.**

Item 4B: **Presentation of Fiscal Year 2011-2012 Annual Stormwater Report and Program Activities.**

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 May 6, 2013 Meeting.**
Staff Recommendation: Approve the minutes.

Item 5C: **Authorization to execute memorandums of agreement in order to participate and qualify for funding in the County-wide Greenhouse Gas Reduction Implementation Program.**
Staff Recommendation: Authorize the City Manager to execute the attached memoranda of agreement.

Item 5D: **Second Reading and adoption of an ordinance amending Chapter 10.48 of the Sonoma Municipal Code relating to the regulation of parking on City streets.**
Staff Recommendation: Adopt the ordinance.

Item 5E: **Adoption of a resolution establishing parking regulations on City streets and for Electric Charging Stations.**
Staff Recommendation: Adopt the resolution.

Item 5F: **Adoption of a resolution establishing a schedule of parking fines and penalties.**
Staff Recommendation: Adopt the resolution.

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 May 6, 2013 City Council / Successor Agency Meeting 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 and possible action regarding the new NPDES Permit, including consideration of a resolution authorizing the City Manager to apply for coverage under the State Water Resources Control Board's Phase II Small Municipal Separate Storm Sewer Systems (MS4) General Permit.** (Stormwater Coordinator)
Staff Recommendation: Adopt the resolution.

8. REGULAR CALENDAR – CITY COUNCIL, Continued

Item 8B: **Discussion, Consideration and Possible Action on a Resolution Authorizing the City Manager to file an Application for Funding Assigned to the Metropolitan Transportation Committee, Committing Necessary Matching Funds, and Stating the Assurance to Complete the Rehabilitation of Various Streets in Sonoma.**
Staff Recommendation: Adopt the resolution. (Public Works Director)

Item 8C: **Discussion, consideration, and possible direction to staff concerning a request for proposals for the re-use and renovation of the Maysonnave Cottage.**
(Planning Director)
Staff Recommendation: Direct staff to circulate the RFP.

Item 8D: **Discussion, consideration and possible action authorizing Councilmember Cook to use best judgment based on information presented when voting at meetings of the Mayors' and Councilmembers' Association of Sonoma County Legislative Committee meetings.** (Assistant to the City Manager)
Staff Recommendation: Council discretion.

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 May 16, 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: **JM1**

Meeting Date: **May 20, 2013**

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Joint Meeting with the Sonoma Valley Health Care District Board.

Summary

Mayor Brown requested a joint meeting with the Sonoma Valley Health Care District Board to provide an opportunity to discuss items of mutual interest.

Board Chairperson Bill Boerum provided the following as possible hospital talking points:

- Population / Market Served & Key Metrics of Service
- Update on the Construction Project
- Community Outreach
- Key Strategic Initiatives

Staff suggests that the Council may want to also discuss:

- Future of the Carinelli property
- Status of the contract with Napa State Hospital

Recommended Council Action

No action is anticipated as a result of this joint meeting.

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: Bill Boerum & Kelly Mather via email

City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: **4A**

Meeting Date: **05/20/2013**

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Recognition of Gerry Simmel's service on the Cultural and Fine Arts Commission.

Summary

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

Gerry Simmel has served on the Cultural and Fine Arts Commission since May 2, 2007. He served as Commission Chair this past year.

Recommended Council Action

Mayor Brown to present a certificate of appreciation to Gerry Simmel.

Alternative Actions

N/A

Financial Impact

N/A

Environmental Review

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

Status

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

Attachments:

Certificate of Appreciation

cc:

Gerry Simmel via email

City of Sonoma

CERTIFICATE OF APPRECIATION

Is Hereby Presented To

GERRY SIMMEL

For His Dedicated Service to the City

CULTURAL AND FINE ARTS COMMISSION
May 2, 2007 – May 2, 2013

Presented This 20th Day of May 2013

Ken Brown, Mayor

City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: **4B**

Meeting Date: **05/20/2013**

Department	**Staff Contact**
Public Works	Part-Time Parks Maintenance Worker, Pegg

Agenda Item Title

Presentation of Fiscal Year 2011-2012 Annual Stormwater Report and Program Activities.

Summary

At the conclusion of each fiscal year and in accordance with the terms of the Phase II Municipal Separate Storm Sewer System (MS4) Permit, the City submits an Annual Report to the San Francisco Bay Regional Water Quality Control Board summarizing the City's accomplishments during the prior fiscal year and outlining the City's Stormwater Management Plan (SWMP) goals for the current year.

Recommended Council Action

Receive

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:

1. Supplemental Report

cc:

SUPPLEMENTAL REPORT

PRESENTATION OF FY11-12 ANNUAL STORMWATER REPORT AND PROGRAM ACTIVITIES

For the City Council Meeting of May 20, 2013

BACKGROUND

In 2003, the federal Stormwater Phase II Final Rule (Stormwater Phase II Rule) required operators of small municipal separate storm sewer systems (MS4s), including the City of Sonoma, to obtain a National Pollutant Discharge Elimination System (NPDES) permit. The Stormwater Phase II Rule expanded the scope of the Environmental Protection Agency's (EPA) existing Phase I NPDES Program. The Phase I Program required municipalities with populations over 100,000 to implement practices to reduce pollutants in stormwater runoff. The Phase II Rule required municipalities with populations between 10,000 and 100,000 to implement similar practices to reduce pollutants in stormwater runoff.

The Phase II Rule also required MS4s to obtain a NPDES permit if they met one or more of the following criteria:

- Discharge into sensitive waters
- Urbanized areas with populations greater than 1,000 per square mile
- High growth or growth potential greater than 25% in a ten-year period
- Significant contributor of pollutants to waters of the state
- Ineffective water quality protection by other programs

The City of Sonoma meets the first three of these criteria. The City is located within the Sonoma Creek watershed, which supports beneficial uses for cold and warm freshwater habitat, fish migration, preservation or rare and endangered species, fish spawning, wildlife habitat, and contact and non-contact water recreation.

The San Francisco Bay Regional Water Quality Control Board (Regional Board) is the regulatory agency having NPDES permit oversight authority.

In April of 2003, the City filed a Notice of Intent to comply with the terms of the federal Stormwater Phase II Rule. To meet the requirements of the Stormwater Phase II Rule, the City operates under a statewide Phase II Small MS4 General Permit (General Permit), as opposed to seeking an individual permit.

The existing General Permit requires permittees to develop and implement a Storm Water Management Plan consisting of six Minimum Control Measures (MCM's) that, when implemented together are expected to achieve significant reductions of pollutants discharged into receiving water bodies.

The six MCM's required by the general permit are:

1. Public Education and Outreach
2. Public Involvement/ Participation

3. Illicit Discharge Detection and Elimination
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management
6. Pollution Prevention/Good Housekeeping for Municipal Operations

The City has initiated several activities that assist in developing and implementing its Phase II program:

- In 2003, the City adopted a Stormwater Management Program Implementation Plan.
- In 2005, the City developed a Construction Site Runoff Control program for construction sites larger than one acre.
- In 2006, the City agreed to use Sonoma County's Standard Urban Storm Water Mitigation Plan for Post Construction Controls for projects greater than one acre.
- In 2006, the City adopted a Stormwater Management ordinance. The ordinance accomplishes the following:

    - Prohibits illicit discharge into the stormwater conveyance system.
    - Establishes authority to adopt requirements for stormwater management, including source control requirements to prevent and reduce pollution.
    - Establishes authority to adopt requirements for the management of stormwater flows from development projects, both to prevent erosion and to protect existing water-dependent habitats.
    - Establishes authority to adopt standards for the use of off-site facilities for stormwater management to supplement on-site practices at new development sites.

SUMMARY

At the conclusion of each fiscal year the City submits an Annual Report to the San Francisco Bay Regional Water Quality Control Board, in accordance with the terms of the Phase II Small MS4 General Permit. The Annual Report summarizes the City's accomplishments during the prior fiscal year and outlines Stormwater Management Plan (SWMP) goals for the current year.

The most recently submitted Annual Report was for Fiscal Year 2011/2012. Some highlights from the report included:

- Over 1,250 K-12 Students Participated in Sonoma Ecology Center's Watershed Education Program.
- The City teamed with Sonoma Community Center to complete a Rainwater Harvesting Demonstration Project at 276 E. Napa Street.
- Stormwater Coordinator Wendy Atkins made educational presentations at Sonoma Ecology Center's Sustainability Day Workshop.
- 394 Volunteers attended 10 Creek Clean-Up Events. They removed 1700 lbs. of garbage and 280 lbs. of recyclables from the Creeks.
- Staff began an inventory and inspection of all stormwater outfalls in Sonoma.
- Staff conducted 113 Construction Site Inspections to ensure that all Erosion Control Measures were in place and functioning.
- Staff removed 7 tons of debris from municipal storm drains.
- 230 tons of debris were swept from gutters and streets.

- Through collaboration with San Francisco Estuary Partnership, 34 Trash Capture Devices were installed in August 2012. Each device prevents solid waste from entering the Stormwater System.

The State Water Resources Control Board recently adopted a new Phase II Small MS4 General Permit that the City will need to begin implementing on July 1, 2013. The current permit terms outlined in the SWMP will remain in effect until that date.

CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: **5B**

Meeting Date: **05/20/2013**

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Approval of the Minutes of the May 6, 2013 Meeting.

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

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

Community Meeting Room, 177 First Street West
Sonoma CA 95476

Monday, May 6, 2013
6:00 p.m.
****

MINUTES

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

OPENING

Mayor Brown called the meeting to order at 6:00 p.m. Terry Leen led the Pledge of Allegiance.

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

ALSO PRESENT: City Manager Giovanatto, City Clerk/Assistant to the City Manager Johann, City Attorney Walter, Police Chief Sackett, Development Services Director Wirick, Public Works Director Takasugi and Planning Director Goodison.

NOTE: Several comments made at this meeting regarding law enforcement services were in reference to an event that took place May 1, 2013, which involved a four-hour manhunt and the eventual capture and arrest of two persons in downtown Sonoma. The male suspect was charged with felony possession of stolen property, being a felon in possession of ammunition, being a felon in possession of a firearm, possession of a loaded firearm, resisting arrest, violation of Community Parole and an outstanding warrant for vehicle theft out of Alameda County. The female suspect was charged with felony evading arrest, resisting arrest, assault on a police officer, felony burglary, felony vehicle theft, weapons charges and felony possession of stolen property and an outstanding burglary warrant out of Alameda County.

1. COMMENTS FROM THE PUBLIC

Darryl Ponicsan spoke about the hazards related to the use of gas powered leaf blowers and presented Council with an online petition entitled “In order to provide for cleaner air and quiet neighborhoods, the use of gas powered leaf blowers should be banned in city limits”.

Bill Dardon invited all to attend the May 7 ribbon cutting ceremony and grand opening of the Valley of the Moon Certified Farmers Market.

Lisa Summers, Cecilia Ponicsan, Karen Barto, Marty Grainman, and Susie Scieber spoke regarding the need to ban leaf blowers and to enforce portions of the City’s regulations pertaining to them.

George McKale, City Historian, spoke about Dianne Moll Smith who recently passed away and requested that the meeting be adjourned in her memory. He said Ms. Smith had been a very active member of the Historical Society and served as the Director of the Depot Park Museum. One of her finest qualities was her keen eye for detail.

Deirdre Sheerin, Sweetwater Spectrum, thanked the Index Tribune for their four part series of articles regarding Autism Awareness Month. She also thanked the Police and Fire department personnel for reaching out to the Sweetwater community to learn about them and their vulnerability.

2. COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS

Item 2A: **Councilmembers' Comments and Announcements**

Clm. Barbose and Clm. Gallian stated that the issue of leaf blowers should be revisited. Regarding the proposed Hotel Limitation ballot initiative, Clm. Gallian stated her support for the democratic process and encouraged citizens to make an informed decision. She also reported her enjoyment of the recent tour of the Depot Park Museum.

Clm. Rouse also enjoyed the visit to the Depot Park Museum and he expressed appreciation to the Police Department for their diligent efforts in providing great law enforcement services in Sonoma Valley.

Clm. Cook extended Happy Birthday wishes to Council-watcher Dillon Thibodaux and announced that the May 16 Chamber mixer would be held at the Depot Park Museum.

Mayor Brown reminded everyone that Thursday was Bike to Work Day. He said he, too, believed in the democratic process; however, he did not support the proposed Hotel Limitation initiative.

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

City Manager Giovanatto expressed her appreciation to Police Chief Sackett and acknowledged the great service provided by the Police Department and the Sheriff's Office this past week. She announced that the new Police canine unit should be on board in July, redevelopment activities continue to wind down with the City remitting $5.5 million to the County Auditor, and the economic outlook was good with first quarter sales and hotel taxes up over the same period last year.

4. PRESENTATIONS

Item 4A: **Introduction of the new Public Works Director / City Engineer**

City Manager Giovanatto introduced the new Public Works Director / City Engineer Dan Takasugi. She also presented certificates of appreciation to Planning Director Goodison and Development Services Director Wirick for assuming additional responsibilities in the absence of a Public Works Director.

Item 4B: **Proclamation declaring the May 18-19, 2013 350 Home and Garden Challenge Weekend**

Mayor Brown presented the proclamation to Melinda Kelley who then read it aloud. Ms. Kelley thanked the Council for their support and announced the many activities planned for the Home and Garden Challenge Weekend.

Item 4C: **Proclamation declaring May 9, 2013 Bike to Work Day**

Mayor Brown read aloud the proclamation and presented it to Jeffry Montague. Mr. Montague thanked the Council and encouraged all to participate in the many activities planned by the Sonoma County Bicycle Coalition during the month of May.

Item 4D: **Presentation of the Police Department's 2012 Annual Report**

City Manager Giovanatto provided a historical review of the reasoning and process used which led up to the Council's 2004 decision to contract with the Sonoma County Sheriff's Department for law enforcement services.

Police Chief Sackett presented the 2012 annual report, which reflected a downward trend in the overall crime rate. Programs completed during the year included the Every 15 Minutes Program at Sonoma Valley High School, LEADS training, minor decoy operations, implementation of the new animal regulations, and new dog licensing software. Deputy Rocky Seffens was selected to receive local and State VFW's Law Enforcement Officer of the Year award. Deputy Eric Smith received the 2012 Mothers Against Drunk Driving Award for his efforts to combat drunk driving.

At the request of Clm. Barbose, Chief Sackett described the May 1 Police activity noted at the beginning of these minutes. He credited much of the success of the apprehension of the suspects with the quick actions and involvement of the community.

Clm. Gallian inquired about the School Resource Officer. Sackett stated it was one of the most important positions and was the busiest officer at the department.

Item 4E: **Presentation by the Weston A. Price Foundation opposing the concept of a water fluoridation program**

Planning Director Goodison reported that at its meeting of April 15, 2013, the City Council heard a presentation by the County Department of Health Services on its programs to address the oral health problems in Sonoma County, including a proposal, now under study, to fluoridate the County water supply system. He stated that a representative of the Weston A. Price Foundation requested an opportunity to make a presentation in opposition to the concept.

Lauren Ayers presented information about the ill effects of fluoride and asked the Council to encourage the Board of Supervisors not to fluoridate the water.

Mayor Brown invited comments from the public. Tarney Baldinger stated the money could be better used for health education and by offering topical fluoridation to those who could not afford it. Melinda Kelly acknowledged Ms. Ayers' efforts. Mark (last name not provide) stated there seemed to be a lot of evidence against fluoridation; it amounted to forced medication; and stated that most of the water went to water plants and for washing cars. An unnamed gentleman stated his support for Ms. Ayers. He added that poor people could not opt out if they wanted to. Wendy Walter and Ms. Seaver spoke against fluoridation.

Item 4F: **Presentation by Sonoma County Waste Management Agency on the Status of a Carryout Bag Ordinance [Requested by Councilmember Barbose]**

Henry Mikus introduced Patrick Carter who presented an update on the status of the Countywide Carryout Bag Ordinance. Mr. Carter stated that the ordinance would eliminate single-use plastic carryout bags at the checkout at all grocery stores and retail establishments. It would require retailers to charge a $.10 fee for each paper bag used. Excluded from the proposed ordinance would be bags

used for produce, bulk foods and meats, bags used to hold prescription medications from a pharmacy, and bags used to segregate food or merchandise from each other.

Clm. Barbose confirmed that the California Grocery Association supported the ordinance. Clm. Rouse inquired how plastic bags could be disposed of. Mr. Carter stated that large grocery stores were required to have plastic bag recycling bins.

By unanimous consensus, Council authorized Clm. Barbose to vote in support of the ordinance at the Waste Management meeting.

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 April 15 and April 25, 2013 Meetings.**
Item 5C: **Approval and Ratification of the Appointment of Antoinette Kuhry to the Cultural and Fine Arts Commission for a two-year term.**
Item 5D: **Rejection of Bid for Fire Station Painting and Repair Project.**
Item 5E: **Approve the use of City streets by the Sonoma Community Center for the City Party on Tuesday, July 30, 2013.**
Item 5F: **Adoption of Resolution approving and consenting to the use of City streets by the Sonoma Community Center for the 4th of July Parade on Thursday, July 4, 2013.** (Res. No. 16-2013)
Item 5G: **Resolution Authorizing the City Manager to Execute a Grant Agreement and Other Documents Pertaining to the Napa Road/Leveroni Road at Broadway Intersection Signal Improvement Project.** (Res. No. 17-2013)

The public comment period was opened and closed with none received. It was moved by Clm. Rouse, seconded by Clm. Gallian, to approve the consent calendar as presented. The motion carried unanimously. Mayor Brown thanked Antoinette Kuhry for accepting the appointment to the Cultural and Fine Arts Commission.

RECESS: The meeting recessed from 7:51 to 8:00 p.m.

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

Item 6A: **Approval of the portions of the Minutes of the April 15 and April 22, 2013 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. Gallian, seconded by Clm. Cook, to approve the consent calendar as presented. The motion carried unanimously.

7. PUBLIC HEARING – None Scheduled

8. REGULAR CALENDAR – CITY COUNCIL

Item 8A: **Continued discussion, consideration and possible action on the recommendations of the Planning Commission concerning the possible regulation of wine tasting facilities.**

Planning Director Goodison reported that in light of the increasing number of wine tasting facilities in the downtown area, the Planning Commission had held a couple of discussions regarding the possible increased regulation of such facilities. At their March 14, 2013 meeting, the Commission voted to forward a series of recommendations to the City Council which were discussed at the City Council meeting of March 18, 2013. While the Council held a preliminary discussion of the item, ultimately it was decided to continue the matter as only four Councilmembers were present and as the Council wanted to obtain input from the Vintners and Growers Association. Goodison stated that staff had heard from the Vintners and Growers informally and it appeared that they and other potentially interested parties would prefer to weigh in on a draft ordinance as that would provide greater clarity as to what was being proposed. In order to move this matter forward, staff recommended that direction be given to the Planning Commission to prepare a draft ordinance with the following elements: 1. Establish definitions in the Development Code for wine tasting facilities that clearly distinguish between tasting rooms and wine bars. 2. Create a two-tiered permitting system in which tasting facilities with limited hours would be permitted as of right, while facilities with extended hours and wine bars would be subject to use permit review.

Clm. Barbose stated that he felt Council's direction was toward the establishment of definitions and operating standards. He added that he had requested input from the wine industry. Clm. Gallian stated it was important to clarify the difference between tasting rooms and lounges. Clm. Cook inquired if the regulations would apply to just the Plaza area or would they be City-wide. Goodison responded the Planning Commission had mixed feelings on that issue.

Clm. Rouse inquired if Enoteca Della Santina which serves many wines had a different ABC permit than Envolve Winery which only served their own wine. Goodison responded they probably had different permits.

Mayor Brown invited comments from the public. Elizabeth Emerson stated she recently moved back to Sonoma and was saddened by all the alcohol outlets downtown. She stated there was a direct correlation between the number of Police calls and the number of alcohol outlets.

Regina Baker said she felt the residents were looking for a limit on the number of tasting rooms in the downtown.

Danny Faye, Sonoma Valley Vintners & Growers Alliance Boardmember, stated that ABC issued different licenses to growers and wholesalers. He said he did not feel a lounge should be held to the same standards as a standup tasting bar. Faye added that he was open to discussions regarding times and pour limits. Clm. Barbose asked Faye what his feelings were regarding establishment of definitions, operating standards and a use permit requirement. Faye responded that he felt the ABC license provided enough definition and distinguished between a tasting room and a bar. Regarding operating standards, he said he felt tasting room operators did a good job and operated in a respectful manner. Regarding a use permit requirement, he stated he felt businesses should be allowed to operate in a free market and there should be no limit on them.

Clm. Cook stated he did not believe there was a problem and that business could regulate itself. To try to regulate the tasting rooms would not be business friendly and he would not support it. It was moved by Cook, seconded by Clm. Rouse, to not proceed further with this item.

Clm. Rouse stated his belief in the free market system and that there was enough diversity of shops on the Plaza. He did not feel there were too many wine shops and pointed out we do live in Wine Country. He stated the City did not have operating standards for Ben & Jerrys or the Basque Boulangerie and it was not fair to pick on tasting rooms. Clm. Rouse added that he did not think there was a problem and he did not want to create unintended consequences.

Clm. Barbose pointed out that the City did regulate real estate offices when it was felt there were too many on the Plaza and that it had been effective. He stated that just since discussions began, two additional tasting rooms had opened. He said he did not agree that the industry would regulate itself and he wanted to see definitions, operating standards and a use permit requirement.

Clm. Gallian stated that one of the reasons this came forward was because tasting rooms were an allowed use in any retail zone without any additional review. She stated she wanted to see definitions that applied to the Plaza Overlay Zone.

Mayor Brown stated he did not think it was the role of the Council to determine what kind of businesses go in. One area that concerned him were the hours of operation. Mayor Brown stated he would go along with staff's recommendation to forward the issue to the Planning Commission for preparation of a draft ordinance and pointed out that the Council was not wed to a particular outcome.

Clm. Cook's motion failed two to three, Councilmembers Barbose, Gallian and Brown dissented.

It was moved by Clm. Barbose, seconded by Clm. Gallian, to send this back to Planning Commission with direction to come back with definitions, operating standards and a use permit requirement. The motion carried three to two, Councilmembers Rouse and Cook dissented.

Item 8B: **Discussion, consideration and possible first reading of an ordinance to amend Chapter 10.48 of the Sonoma Municipal Code relating to the regulation of parking on City streets.**

City Clerk/Assistant to the City Manager Johann reported that at the April 15, 2013 meeting, the City Council, at the request of Councilmember Cook, considered increasing the parking time limit from two to three hours in the downtown Plaza area. The majority of input regarding the proposal from both the public and the business community was supportive of this proposed change. Most felt the change would enhance the downtown area and make it more user-friendly. The City Council voted unanimously to change the parking limit in all applicable locations [for continuity] from two to three hours and directed staff to look into the use of decals for modification of the existing signage. The Police Chief has also recommended that §10.48.240 of the Municipal Code [all night parking] be rescinded because of its unenforceability.

Johann stated that because the current parking limits were enacted by ordinance it requires the adoption of an ordinance to modify them. The California Vehicle Code allows the City Council to enact parking restrictions by either an ordinance or resolution. Staff felt it would be easier and more convenient to make future changes to the parking limits by resolution and recommended that an ordinance be adopted rescinding the current parking time limits and allowing them to be established by resolution. The proposed ordinance rescinds §10.48.190, §10.48.190 and §10.48.240 and provides that the parking limits be established by resolution. Should the Council introduce the ordinance, it and an enacting resolution would be presented for Council consideration and adoption at the May 20 meeting. Both the ordinance and the resolution will go into effect 30 days thereafter (June 29). Public Works staff had determined the cost of the stickers to change out the signs will be approximately $680.

Mayor Brown invited comments from the public. Regina Baker stated that the street sweeper came between 7:00 and 8:00 a.m.

It was moved by Clm. Gallian, seconded by Clm. Rouse, to introduce the ordinance entitled An Ordinance of the City Council of the City of Sonoma Amending Chapter 10.48 of the Sonoma

Municipal Code Relating to the Regulation of Parking on City Streets. The motion carried unanimously.

Item 8C: **Discussion, Consideration and Possible Action to approve the 2013-14 City Council GOALS.**

City Manager Giovanatto presented the final report of the goals that were established by the City council at their March 25, 2013 workshop. She noted that the Council decided not to prioritize the goals. Giovanatto presented a Power Point presentation and described the goals and follow up action items as shown below:

- ***BUDGET STRATEGY & FISCAL STABILITY: Balance Budget without eroding infrastructure and preserving essential services.***
  Focus on a budget strategy that will promote and maintain long-term fiscal sustainability in the General and Enterprise Funds through the continued application of sound budgetary policies; continue solid fiscal management to insure and maintain stable reserve level; develop a financial model which dedicates funding for Capital Infrastructure Projects; continue to ensure efficient public safety services

  Action Items
  - *Develop a balanced ["in the black"] budget model which dedicates funding for Capital Improvement Projects [CIP], restores staff to previous levels, and maintains service levels*
  - *Update impact fees and service fees to assure specialized service costs are borne by the requester and not City taxpayers*
  - *Establish dedicated Reserve Fund to address long-term pension liabilities*
  - *Establish a K-9 program through the Sheriff's Contract to enhance public safety*
  - *Continue to seek grant opportunities; assess other funding opportunities [examples: assessment districts; business improvement areas]*
  - *Initiate long-term plan to address the potential phase-out of Measure J Sales Tax funds*
  - *Prepare report on how Measure J has assisted in restoring revenue lost through the elimination of redevelopment*
  - *Identify funding source(s) for Stormwater Program and elimination of the Cemetery Fund deficit*

- ***ECONOMIC DEVELOPMENT: Explore Economic Development Drivers to ensure preservation and long-term viability of Community Assets***
  Continue to develop strategies to address the loss of revenue to the City as a result of the elimination of redevelopment; continue to facilitate business retention, recruitment and expansion of the economic base; protect local historical infrastructure

  Action Items
  - *Explore future options and opportunities for the preservation of the Sebastiani Theater*
  - *Conclude Redevelopment processes as required by State Department of Finance and explore potential options for 32 Patten Street [old fire station]*
  - *Explore opportunities for future State Infrastructure Financing Programs*
  - *Work with local agencies [Chamber, Visitors Bureau, Tourism Improvement District] to assess potential economic development options*
  - *Recognize and leverage the value of City utilities as economic development tool*

- ***POLICY & LEADERSHIP: Mission and Vision Statement for the City***
  Provide continuing leadership as elected officials and residents of the community; review Mission and Vision Statement to assure that it reflects the current economic, environmental and social climate and

creates a visual image for the community; take steps to assure a safe and vibrant community; respond to County, State and Federal legislative issues with a focus on retaining local control

Action Items

- *Revisit Mission and Vision Statement [2006]*
- *Track progress on Council Goals and establish mechanism for a CITY REPORT CARD*
- *Continue to foster/support thriving, vital business community focused on job growth and commerce*
- *Maintain strong relationship with Supervisor Gorin and the Board of Supervisors*
- *Update City website to expand public resources and information; expand content*
- *Update and/or establish City Policies and Procedures*
  - ✓ *Policy on False Alarm Responses*
  - ✓ *Update Policy on Sidewalk Repair*
  - ✓ *Establish Funding Policy for Street Maintenance*
  - ✓ *Update Reserve Policy to include revisions to designated and undesignated reserve funds and consideration of modified base level percentages*
  - ✓ *Update Investment Policy to maximize market trends*

➢ ***PUBLIC SERVICE: Continue to build on customer service and business friendly mindset we as a City are pursuing and explore additional ways to exhibit that mindset in the eyes of the community***

Seek efficiencies with a focus on increasing customer service; develop a comprehensive outreach plan that fosters communication and informs and educates the public; increase the awareness of city programs and promotes community participation

Action Items

- *Resume meetings of Streamlining Committee to enhance business relationships*
- *Continued outreach to the public to assure that City procedures and processes are transparent and understandable*
- *Provide timely and accurate information about City Services*
- *Explore all options for customer convenience such as online payments, acceptance of credit and debit cards at City Hall*
- *Maintain strong City employee structure to serve the needs of the community*
- *Create customer feedback survey/input form for use in evaluating City services*

➢ ***RECREATION & PARKS: Master plan Parks & Recreation opportunities***

Create a comprehensive review of Parks & Recreation facilities and infrastructure in partnership with County Regional Parks; partner with County and private stakeholders to reach consensus on the development of a community swimming pool

- *Support Community Swimming Pool facility*
- *Participate with County on a Valleywide Parks Masterplan*
- *Review Tier 1 Services to assure services align with needs of the community*
- *Encourage the creation of a Community-wide website for all youth activities, adult activities and major local events*
- *Create an inventory of all City Parks, Open Space, Walking and Bicycle Trails and designated Preserve areas*

➢ ***WATER & INFRASTRUCTURE: Develop long-term strategies to address current and future infrastructure needs, promote water conservation while maintaining a stabilized rate structure.***

Redefine the Capital infrastructure needs with a focus on enhancing the City's local water supply; implement a sustainable utility rate structure; establish Water Fund Reserve policy; strengthen, promote and support the value of water conservation to protect local resources

Action Items:

- *Update Water Rate Structure and Rate Model*
- *Adopt Reserve Policy; Consideration of establishing a Rate Stabilization Fund*
- *Implement Water Conservation measures and Public Education Outreach*
- *Review opportunities for shared services with Valley of the Moon Water District*
- *Initiate Capital Infrastructure replacements and upgrades including options for issuing Water Bonds*
- *Evaluate environmental and sustainability programs [i.e. groundwater, City wells]*

Clm. Cook said the goal setting session had been great and he confirmed with staff that the presentation would be placed on the City's website. Clm. Rouse stated that Giovanatto's presentation had been very comprehensive and that she had done a great job of meshing the individual Councilmember's goals together. Clm. Gallian stated she was grateful that Giovanatto had been able to bring input from the public, staff and Councilmembers together in such a comprehensive manner. Clm. Barbose told Giovanatto she did a great job of finding a common thread among all the ideas that had been submitted. Mayor Brown said he was in awe of Giovanatto' s and staff's abilities. He asked if a suggestion from a constituent regarding the City investing in fossil fuel could be added. Giovanatto suggested adding it as a policy item.

Mayor Brown stated he did not support the proposed Hotel Limitation ballot measure.

<u>Item 8D:</u> Discussion, Consideration and Possible Action on Expiration of Development and Use Agreement for the Sonoma Valley War Memorial Veterans' Building.

City Manager Giovanatto reported that in December 1991, the City entered into a Development and Use Agreement with the County of Sonoma to "allow the City to develop and use the property for 20 years commencing July 1, 1990 and ending June 20, 2010". That agreement was subsequently extended for the period July 2010 through June 2013. Over the term of the agreement, the City has granted non-profit organizations use of the twenty allotted days at no fee. She stated that staff initiated a discussion with the County regarding the renewal of the lease, which had resulted in their most recent offer of a five-year agreement with an annual City payment of $25,600 in exchange for use of the facility 20-days per year. City Manager Giovanatto said it was her recommendation, because there were no additional benefits, that the City not renew the lease but instead maintain $10,000 in the budget and do a reimbursement for nonprofits who rent that building.

Mayor Brown invited comments from the public. Terry Leen stated that he sat on the Veterans Advisory Board and had not been included in the loop regarding renewal or extension of the agreement. He asked Council to take no action and give him time to speak to the County. He added that it was important to keep the agreement as it is and seek a one-year extension.

City Manager Giovanatto stated she would appreciate the assistance and added that staff had been back and forth with the County and Supervisor Gorin's office for a while. It was moved by Clm. Cook, seconded by Clm. Gallian, to direct staff to renegotiate with county for a one-year extension at the current rate. The motion carried unanimously

9. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

There were no agenda items.

10. COUNCILMEMBERS' REPORTS AND FINAL REMARKS

Item 10A: **Reports Regarding Committee Activities.**

Clm. Rouse reported on the Economic Development Steering Committee meeting and participation in a tour for Supervisor Gorin of the major business located in the First District.

Clm. Cook stated he would be placing on a future agenda discussion of granting him authorization to vote using his own discretion at the Mayor and Councilmembers Association Legislative Committee.

Clm. Gallian reported on the Water Advisory Committee.

Clm. Barbose reported that Wendy Atkins attended the North Bay Watershed Association on his behalf. He reported on a meeting of the Cittaslow Advisory Committee.

Mayor Brown reported on the Economic Development Steering Committee and Sonoma Valley Citizens Advisory Committee meetings.

Item 10B: **Final Councilmembers' Remarks.**

Clm. Barbose reported that he attended an event at the Community Center and that Andrews Hall was beautiful as a result of the City-funded remodel.

11. COMMENTS FROM THE PUBLIC

Regina Baker commented on allowing children in wine bars and about building a hotel in a small density area.

12. ADJOURNMENT

The meeting adjourned at 9:57 p.m. in memory of Diane Moll Smith and Edward Lely.

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

City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: **5C**

Meeting Date: **05/20/2013**

Department	**Staff Contact**
Planning	David Goodison, Planning Director

Agenda Item Title

Authorization to execute memorandums of agreement in order to participate and qualify for funding in the County-wide Greenhouse Gas Reduction Implementation Program.

Summary

In February 2012, The Regional Climate Protection Authority (RCPA) partnered with the County of Sonoma Permit and Resource Management Department (PRMD) to secure a Sustainable Communities Planning grant from the Strategic Growth Council for $1 million. The Greenhouse Gas Reduction Implementation Program (GRIP) is a collaborative effort among all nine cities and the County of Sonoma to take further actions in reducing GHG emissions community-wide. Through the implementation of this program, participating jurisdictions will achieve compliance with Bay Area Air Quality Management District (BAAQMD) guidelines and other related policies that establish reduction targets for GHG emissions, including AB 32, CEQA and local GHG reduction goals. Building upon the climate protection efforts and goals established in 2008 Community Climate Action Plan created by the Climate Protection Campaign, the goal of the GRIP is to update all municipal and community-wide GHG inventories, evaluate emission targets, and to create an implementation plan to reach those targets. The updated Climate Action Plans that are developed for each jurisdiction will be tailored to its specific circumstances while at the same time benefitting from a county-wide perspective. This program will be administered by the RCPA, but each participating jurisdiction will need to devote some staff time to assist in developing information and conducting public outreach. The grant allocates funding for these purposes and Sonoma's estimated share is $35,000 over the two-year implementation term. The attached memoranda of agreement establish the structure for implementing the GRIP and for local participation in the process, including responsibilities and reimbursements for staff time. In staff's view, the GRIP will help implement the City Council's adopted goals with respect to GHG reduction, fund the update of the City's GHG Plan, and help the City achieve compliance with State laws concerning GHG reduction.

Recommended Council Action

Authorize the City Manager to execute the attached memoranda of agreement.

Alternative Actions

Direct staff to develop additional information that may be required.

Decline to participate in the Greenhouse Gas Reduction Implementation Program.

Financial Impact

While local participation in the GRIP will require staff time to assist with information development and public outreach, these costs would be reimbursed in an amount not to exceed $35,000 over the two-year period in which the GRIP would be prepared.

Environmental Review

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

Status

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

Attachments:

1. Memorandum of Agreement Regarding the Greenhouse Gas Reduction Implementation Program.
2. Participating Agencies Memorandum of Agreement Regarding the Greenhouse Gas Reduction Implementation Program.

cc: Misty Mersich, RCPA

PARTICIPATING AGENCIES MEMORANDUM OF AGREEMENT REGARDING THE GREENHOUSE GAS REDUCTION IMPLEMENTATION PROGRAM

This Memorandum of Agreement is entered into by and between the County of Sonoma (County), acting through the Permit & Resource Management Department (PRMD), the Sonoma County Regional Climate Protection Authority (RCPA), the Sonoma County Transportation Authority (SCTA), the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and the town of Windsor (collectively, "Participating Agencies"). The Participating Agencies agree to collaborate on the development and implementation of a Greenhouse Gas Reduction Implementation Program in accordance with the County's grant agreement with the Strategic Growth Council (SGC), attached as Exhibit A.

A. The County was awarded a Grant in the amount of $1.0 million (the "Grant") from the Strategic Growth Council to prepare a coordinated Greenhouse Gas Reduction Implementation Program (GRIP) in conjunction with the RCPA and the nine incorporated cities.

B. The County has selected ICF Jones & Stokes, Inc. to act as the Lead Consultant for the GRIP.

C. The RCPA Board of Directors is composed of representatives from the County and the nine incorporated cities in Sonoma County. RCPA administers programs for greenhouse gas reduction programs in Sonoma County and coordinates these programs with the County and the nine incorporated cities.

D. Participation of city/county planning staff is integral to the success of the GRIP. The GRIP process will result in an implementable Climate Action Plan (CAP) for each jurisdiction (except Santa Rosa). City/county staff engagement is needed to give direction on GRIP elements including the CAP, model codebook, implementation tracker and programmatic CEQA document. Additionally, city/county staff is needed to work with RCPA staff to construct a public outreach plan specific to the needs in each community. Ultimately, city/county staff (except Santa Rosa) will bring the GRIP forward as a proposal for local adoption with support from the RCPA and consultant team.

E. City/county staff, the Lead Consultant, RCPA and SCTA will work together through the creation a Grant Sub-Recipient Committee (GSRC). The GSRC will drive the process of the GRIP development and see the project through to adoption in each jurisdiction.

F. RCPA staff will be the Project Manager and primary contact for this collaborative process and will help to facilitate the interactions among all the jurisdictions, with the Lead Consultant and local community partners.

G. All of the Participating Agencies will be responsible for implementing the GRIP, but no agency involved in the development of the GRIP will be responsible for implementing the entire GRIP. The Participating Agencies agree that the RCPA should be designated as the appropriate CEQA Lead Agency because it is coordinating the preparation of the GRIP as a whole, and because each of the participating local agencies have appointed representatives that sit on the RCPA Board of Directors. The County and the cities will be Responsible Agencies.

H. The City of Santa Rosa adopted a CEQA compliant Community CAP for its community on June 5, 2012, and is currently in the process of writing a Municipal Climate Action Plan. It is not the intention of the GRIP to change or alter the City of Santa Rosa Community or Municipal CAP. City of Santa Rosa staff will participate in the GRIP process to help ensure collaboration amongst all jurisdictions, provide guidance on key milestones and the implementation of its currently adopted CAP will benefit from the tools created during the GRIP process. The City of Santa Rosa will have a separate scope of work to outline its responsibilities in the GRIP process.

I. It is the goal of the GRIP process to ensure collaboration and consistency among the Sonoma County region to reach greenhouse gas reduction goals.

Agreement

1. *Participating Agencies' obligations for GRIP development and implementation:* The respective roles and responsibilities of the Participating Agencies in the development and implementation of the GRIP are contained in Exhibit B. Each Participating Agency has entered, or will enter, into a separate agreement with the County specific to that agency's scope of work and funding.

2. *RCPA's obligations as Project Manager. RCPA will:*

(a) Assist the County with preparation, monitoring and reporting of the Grant agreement between the SGC and the County;

(b) Coordinate the selection of a qualified consultant(s) and manage the consultant contract for preparation of the GRIP and all associated technical reports, database models, public information and outreach programs;

(c) Act as Lead Agency in preparation of a CEQA compliant environmental document utilizing consultant services and/or technical reports from the consultant team;

(d) Review all requests for reimbursement from consultants, subgrantees and Participating Agencies for eligibility for reimbursement from the grant program in accordance with the grant agreement, applicable contract provisions and budget;

(e) Submit to County on a timely basis to meet PRMD's obligations to make payments to consultants and Participating Agencies a cost certification statement bearing the signature of a duly authorized agent of the RCPA and describing in detail the costs incurred that are eligible for reimbursement from the Grant, and;

(f) Make timely responses to and cooperate with the PRMD in performance of RCPA's oversight duties, as may be necessary.

3. *County's Obligations as Grant recipient. The County will:*

(a) Respond to Participating Agencies requests for information in a timely manner;

(b) Reimburse the Participating Agencies as set forth in each agency's separate agreement; and

(c) Review and process claims for payment within thirty days of RCPA submission of a cost certification statement that meets County approval, provided that payment under this Agreement does not exceed the amount budgeted in Exhibit A; and

4. *Term.* The term of this Agreement shall be from March 8, 2013 until March 7, 2016, unless extended by mutual agreement of the parties, or terminated earlier in accordance with the provisions of Article 8 below.

5. *Indemnification.* Each party shall indemnify, defend, hold harmless, and release the other, its officers, agents and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under worker's compensation acts, disability benefit acts, or other employee benefit acts.

6. *Insurance.* The parties will each provide insurance as specified in their separate agreement.

7. *Method and Place of Giving Notice.*

(a) All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

TO THE COUNTY: Director
Sonoma County Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

TO THE RCPA: Misty Mersich
Regional Climate Protection Authority
490 Mendocino Ave, Suite 206
Santa Rosa, CA 95401

ADD ALL CITIES

When a notice is given by a generally recognized overnight courier service, the notice, shall be deemed received on the next business day. When a copy of a notice is sent by facsimile, the notice or bill shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. Mail, (2) the sender has a written confirmation of the fax transaction, and (3) the fax is transmitted before 6 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

8. *Termination.*

(a) Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, any party shall have the right in its sole discretion to terminate its participation in this Agreement by giving thirty (30) days written notice to the other parties.

(b) Termination for Cause. Notwithstanding any other provision of this Agreement, should any party fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the other parties may immediately terminate the non-performing party's participation in the Agreement by giving written notice of such termination, stating the reason for such termination.

(c) Effect of Termination. Should any party terminate its participation in the Agreement or have its participation terminated as provided for in this Article, the Agreement shall remain in full force and effect as to the other parties.

9. *Document Sharing.*

(a) The parties will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for the GRIP in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such document in the event that the parties share said documents with each other.

(b) The parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the GRIP without the written consent of the party authorized to release them, unless required or authorized to do so by law.

(c) If any party receives a public records request pertaining to the GRIP, that party will notify the other parties within five (5) working days of receipt and make the other parties aware of any disclosed public records. The parties will consult with each other prior to the release of any public documents related to the GRIP and provided by the other parties.

10. *Miscellaneous Provisions*

(a) No Waiver of Breach. The waiver by any party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term of promise contained in this Agreement.

(b) 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. The parties acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement. All parties shall be deemed the author of this agreement, and the canon of construction that contracts are construed against the drafter shall not be utilized in construing this agreement.

(c) Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

(d) No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties to not intend to create any rights in third parties.

(e) 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.

(f) Time is of the Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date shown below

COUNTY: PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

By: _____
Pete Parkinson, Director

Date: _____

APPROVED AS TO FORM BY
COUNTY COUNSEL FOR COUNTY:

By:_____
Date: _____

REGIONAL CLIMATE PROTECTION AUTHORITY and SONOMA COUNTY TRANSPORTATION AUTHORITY

By: _____
Suzanne Smith, Executive Director

Date: _____

APPROVED AS TO FORM BY

COUNTY COUNSEL FOR RCPA AND SCTA:

By: _____
Date: _____

ADD IN SIGNATURE LINES ALL for CITIES

EXHIBIT A

[Grant Agreement]

DOC-6
(NEW 2-20-01)

State of California - The Resources Agency
DEPARTMENT OF CONSERVATION

GRANT AGREEMENT

GRANTEE: ***Sonoma County, Permit and Resource Management Dept (PRMD)***

PROGRAM: Department of Conservation, Division of Land Resource Protection, Sustainable Communities Planning Grant and Incentives Program	**GRANT NUMBER: 3012-583** **AM. NO.:**

MAXIMUM AMOUNT OF THIS GRANT: **$1,000,000.00**

The Department and the Grantee hereby agree to the following:

(1) This Grant Agreement speci fies the terms and conditions for funding a project update as awarded by the Strategic Growth Council. This grant has been awarded as a result of a proposal received in response to the Program's *Sustainable Communities Planning Grant and Incentives Program Request for Proposals,* dated November 2, 2011. Project Title: Sonoma County Greenhouse Gas Reduction and Implementation Program (GRIP)

(2) The grant term shall begin on the date upon which both parties have signed this Grant Agreement and end three years later.

(3) The Terms and Conditions of this Agreement, including the *Detailed Budget and Payment Provisions at Exhibit A, Grant Summary, Work Plan and Schedule of Deliverables at Exhibit B,* Certification of Compliance at Exhibit C are hereby made part of and incoporated into this Agreeement.

(4) The amount of this Grant Agreement shall not exceed $ *1,000,000.*

STATE OF CALIFORNIA DEPARTMENT OF CONSERVATION	*Sonoma County, Permit and Resource Management Dept (PRMD)* GRANTEE
AUTHORIZED SIGNATURE DATE	AUTHORIZED SIGNATURE DATE 2/28/13
David Thesell, Program Manager PRINTED NAME AND TITLE	Pete Parkinson, PRMD Director PRINTED NAME AND TITLE

CERTIFICATE OF FUNDING

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)	FUND TITLE
$1,000,000.00	SGC-SCPGIP	6051-Prop 84-The Safe Drinking Water, Water Quality and Supply Flood Control, River and Coastal Protection Bond Act of 2006
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$0.00**	INDEX NUMBER **3200**	PCA NUMBER **FY *11/12* 36258 - $500,000** **FY *13/14* tbd - $500,000**

TOTAL AMOUNT ENCUMBERED TO DATE	Item	CHAPTER	STATUTE	FISCAL YEAR
$1,000,000.00	3480-101-6051-004: *$500,000*	33	2011	2012-13
	3480-101-6051-004: *$500,000*	tbd	2013	2013-14
	OBJECT OF EXPENDITURE (CODE AND TITLE) **702.21**			

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT BUDGETED FUNDS ARE AVAILABLE FOR THE PERIOD AND PURPOSE OF THE EXPENDITURE STATED ABOVE.

SIGNATURE OF ACCOUNTING OFFICER	DATE	T.B.A. No.	B.R. No.

☐ GRANTEE ☐ DEPARTMENT OF CONSERVATION ☐ CONTROLLER

California Department of Conservation – Division of Land Resource Protection
Strategic Growth Council – 2011 Sustainable Communities Planning Grants
Sonoma County, Permit and Resource Management Dept (PRMD)
Grant Number: 3012-583
Fiscal Year Allocation: 2011-2012

GRANT AGREEMENT

This grant agreement (Grant Agreement) is entered into by and between the California Department of Conservation, Division of Land Resource Protection, (DEPARTMENT), the administrative agent for the Strategic Growth Council (COUNCIL), and Sonoma County, acting through its Permit and Resource Management Department (PRMD) (GRANTEE) (collectively PARTIES).

RECITALS

WHEREAS, Public Resources Code sections 75127, 75128, 75129 authorize the DEPARTMENT to develop and the COUNCIL to approve a program and associated guidelines for funding the creation of sustainable community plans, which encompasses planning programs and projects described in the Sustainable Communities Planning Grant Program Guidelines.

WHEREAS, The Sustainable Communities Planning Grant Program subsequently approved by the Council and developed by the DEPARTMENT is funded by Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006. Proposition 84 added Division 43 to the Public Resources Code, Chapter 9, Sustainable Communities and Climate Change Reduction, Public Resources code section 75065(a), which authorizes the Legislature to appropriate $90 million for planning grants and planning incentives that reduce energy consumption, conserve water, improve air and water quality, and provide other community benefits.

WHEREAS, the DEPARTMENT has received and reviewed GRANTEE'S application, which included a detailed budget, specifications, and work plan in conformance with existing Sustainable Community Planning Grant Guidelines dated November 2011, and approved by the COUNCIL for purposes of implementing Round 2 of a funding program assigned to the DEPARTMENT on March 17, 2010.

WHEREAS, the COUNCIL has reviewed all relevant documents, including those required documents necessary to comply with all existing laws and regulations and has approved the funding subject to this Grant Agreement.

WHEREAS, the DEPARTMENT and the GRANTEE now desire to enter into this Agreement for $1,000,000 to be expended on the creation of the sustainable community plan described in this Grant Agreement and the exhibits which are incorporated in and attached to it.

NOW THEREFORE, the PARTIES agree as follows:

DEFINITIONS

1. The term "Act" means Proposition 84, the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.

2. The term "Application" means the individual application form, its required attachments for grants pursuant to the enabling legislation and/or program and any applicable materials supplied by applicant to the DEPARTMENT prior to award.

3. The term "Application Guidelines" means the Sustainable Planning Grant Program Guidelines Developed by the DEPARTMENT and approved by the COUNCIL on November 2, 2011.

4. The term "Grant" or "Grant Funds" means the money provided by the COUNCIL to the GRANTEE in this Grant Agreement.

5. The term "Project" means the sustainable community plan to be developed by GRANTEE and described in the Application and exhibits incorporated in and attached to this Grant Agreement.

6. The term "Project Budget" means the State approved cost estimate included as Exhibit A to this Agreement.

7. The term "Work Plan" means the description or activity of work to be accomplished by the GRANTEE as further described in Exhibit B.

8. The term "Public Agency" means any State of California department or agency, a county, city, public district or public agency formed under California law.

GENERAL TERMS

1. The purpose of this Grant Agreement is to fund work outlined in the GRANTEE'S submitted Budget and Work Plan, included in, and attached to this Agreement as Exhibits A and B.

2. This Grant Agreement becomes effective when executed by both PARTIES. GRANTEE shall not commence performance until the Agreement is signed and fully executed by the DEPARTMENT on behalf of the COUNCIL.

3. The date the Grant Agreement is fully executed by the DEPARTMENT on behalf of the COUNCIL constitutes the Grant Start Date. The term of this Agreement shall begin at the time of such execution and end three (3) years after the Grant Start Date, which constitutes the Grant End Date.

4. The signatories certify that they are authorized to act on behalf of the PARTIES in approving and executing this Grant Agreement. The signatory for the GRANTEE further certifies that, to the extent necessary, the Board of Directors or Board of Supervisors for the GRANTEE has endorsed GRANTEE'S receipt of grant funds pursuant to this Grant Agreement and performance of activities and expenditure of funds in a manner consistent with the Detailed Budget and Payment Provisions, Work Plan and Schedule of Deliverables, the General Terms and Conditions, Special Terms and Conditions and Certificates of Compliance, which are attached to this Grant Agreement as Exhibits A-C.

5. The PARTIES agree that the DEPARTMENT shall act as grant manager and administer this Grant Agreement on behalf of the COUNCIL.

6. The DEPARTMENT will, on behalf of the COUNCIL, monitor grant progress and review and approve invoices and other documents delivered to the DEPARTMENT in accordance with the project cost terms in this Grant Agreement.

7. All official communication from the GRANTEE to the DEPARTMENT shall be directed to: Department of Conservation, Division of Land Resource Protection, 801 K Street, MS 18-01, Sacramento, CA 95814 or at: SGCSustainablecommunities@conservation.ca.gov.

PROJECT EXECUTION AND SCOPE

1. Subject to the availability of funds in the Act, the DEPARTMENT hereby grants to the GRANTEE a sum of money (Grant Funds) not to exceed $1,000,000 in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.

2. GRANTEE shall furnish any and all additional funds that may be necessary to complete the Project.

3. GRANTEE shall complete the Project in accordance with the Grant End Date, unless an extension has been formally granted by the DEPARTMENT and under the terms and conditions of this Grant Agreement. Extensions may be requested in advance and will be considered by DEPARTMENT, at its sole discretion, in the event of circumstances beyond the control of the GRANTEE, but in no event more than thirty-six (36) months beyond the agreement execution (start) date.

4. GRANTEE shall at all times ensure that Project complies with all state and local laws, including, and to the extent applicable the California Environmental Quality Act.

5. GRANTEE shall provide quarterly status reports and component deliverables in accordance with the approved Work Plan as provided in Exhibit B.

6. The terms and conditions of this Grant Agreement, its attachments and exhibits constitute and contain the entire Grant Agreement and understanding between the PARTIES, and may not be contradicted by evidence of any prior or contemporaneous oral agreement.

MODIFICATIONS AND AMENDMENTS

1. No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, agreed to and signed by both PARTIES.

2. Any request by the GRANTEE for amendments must be in writing stating the amendment request and reason for the request. The GRANTEE shall make requests in a timely manner and in no event less than sixty (60) days before the effective date of the proposed amendment.

3. Changes to budget line item revisions of less than $1,000, minor task modifications, and staff adjustments do not require amendment of the Agreement. However, the GRANTEE shall obtain prior written approval from the Grant Manager before making such changes. All change requests shall be made in writing and include a description of the proposed change and the reasons for the change.

4. GRANTEE agrees to submit in writing to the DEPARTMENT for prior approval any deviation from the original Work Plan per Exhibit B. Changes in Work Plan must continue to meet the need cited in the original Application or they will not be approved. Any modification or alteration in the Project as

set forth in the Application on file with the DEPARTMENT must be submitted to the DEPARTMENT for approval. Any modification or alteration in the Project must also comply with all current laws and regulations.

PROJECT COSTS AND ADMINISTRATION

1. The GRANTEE shall expend Grant Funds in the manner described in the Exhibit A as approved by the DEPARTMENT. The total dollars of a category in the Project Budget may be increased by up to ten percent (10%) through a reallocation of funds from another category, without approval by the DEPARTMENT. However, the GRANTEE shall notify the DEPARTMENT in writing when any such reallocation is made, and shall identify both the item(s) being increased and those being decreased. Any cumulative increase or decrease of more than ten percent (10%) from the original budget in the amount of a category must be approved in writing by the DEPARTMENT. In any event, the total amount of the Grant Funds may not be increased, nor may any adjustments exceed the limits for preliminary costs as described in the Application Guidelines.

2. Only direct costs are reimbursable under this contract. Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project), and overhead, such as rent, and utilities, shall not be reimbursable.

3. All costs charged against the grant shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. GRANTEE shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

4. GRANTEE shall make available all products and deliverable work-products acquired or developed pursuant to this Grant Agreement available for inspection upon request by the DEPARTMENT.

5. GRANTEE shall use any income earned by the GRANTEE from use of the Project to further Project purposes, or, if approved by the DEPARTMENT, for related purposes within the jurisdiction.

6. GRANTEE shall report to the DEPARTMENT all sources of other funds for the Project.

FINANCIAL RECORDS

1. GRANTEE shall maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the DEPARTMENT for auditing at reasonable times. GRANTEE shall also retain such financial accounts, documents, and records for three (3) years after final payment and one (1) year following an audit.

2. GRANTEE agrees that during regular office hours, the DEPARTMENT and its duly authorized representatives shall have the right to inspect and make copies of any books, records, or reports of the other party pertaining to this Grant Agreement or matters related thereto. GRANTEE shall maintain and make available for inspection by the DEPARTMENT accurate records of all of its costs, disbursements, and receipts with respect to its activities under this Grant Agreement.

3. GRANTEE shall use applicable Generally Accepted Accounting Principles (GAAP), unless otherwise agreed to by the State.

4. GRANTEE shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures, and disbursements. GRANTEE'S records will permit tracing transactions from support documentation to the accounting records to financial reports and billings. Such documentation shall include, but shall not necessarily be limited to, subsidiary ledgers, payroll records, vendor invoices, canceled checks, bank or other financial account records, consultant contracts and billings, volunteer rosters and work logs, and lease or rental agreements. Such documentation shall be readily available for inspection, review, and/or audit by the Grant Manager or other representatives of the State.

5. Subcontractor(s) employed by the GRANTEE and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records as is required of GRANTEES.

PROJECT RECORDS

1. GRANTEE shall establish an official file for the Project. The file shall contain documentation of all actions taken regarding this grant.

2. GRANTEE shall establish separate ledger accounts for receipt and expenditure of grant funds and maintain expenditure detail in accordance with the approved budget detail and the Financial Records section of this Grant Agreement.

3. The official file shall contain all financial records required of GRANTEES by this Grant Agreement and be available for audit and review by the DEPARTMENT according to the same requirements for financial records.

REQUIRED REPORTS

1. The GRANTEE shall submit to the Grant Manager Quarterly Status Reports, Annual Status Reports, and a Final Report. The DEPARTMENT shall provide report forms. The GRANTEE shall complete the Report Forms in their entirety.

1.1. The Quarterly Status Reports shall conform to the template provided, and shall justify the invoice items and charges.

1.2. The Annual Status Reports shall include the following for the Focus Area specified:

Focus Area 1 - Cities and Counties
The GRANTEE shall include discussion of the following:

(a) How and the extent the grant project has achieved the goals and sustainability objectives outlined in the regional planning documents (e.g., Sustainable Community Strategies) applicable to their local jurisdiction. Highlight the specific measures in the grant-funded project that reflect the regional plan objectives.

(b) The progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. For any indicators that cannot be measured at the time the annual report is due, the report should include a statement as to why a particular indicator is not yet measurable, and a schedule indicating the time at which the indicator will be measurable, including benchmarks which will be completed by that time.

(c) What are the issues/barriers that may have arisen to make it difficult to implement the regional sustainability goals at the local level? Indicate a plan to overcome those barriers.

Focus Area 2 – Metropolitan Planning Organizations (MPO's)
The GRANTEE shall include discussion of the following:

(a) What local plans within their region reflect the goals and sustainability objectives outlined in the regional planning documents Sustainable Communities Strategy (SCS) developed by the MPO?

(b) What local plans do not yet reflect the MPO's regional planning (e.g.: SCS) objectives?

(c) What are the issues/barriers that may have arisen to make it difficult to implement the sustainability goals at the local level? Indicate a plan to overcome those barriers.

(d) Discuss the progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. Any indicators that cannot be measured at the time the annual report is due (because the project has not matured to the point that the indicator is meaningful). The report should include a statement as to why a particular indicator is not yet measurable, and indicate a plan to overcome those barriers.

Focus Area 3 – Regional Collaboratives
The GRANTEE shall include discussion of the following:

(a) What local plans within their region reflect the goals and sustainability objectives outlined in the applicable regional planning documents?

(b) What local plans do not yet reflect the regional planning objectives?

(c) What are the issues/barriers that may have arisen to make it difficult to implement the sustainability goals at the local level? Indicate a plan to overcome those issues/barriers.

(d) The progress to date on the goals measured by the indicators outlined in the grant application. The indicators can include process goals, such as numbers of meetings or the extent of outreach efforts, as well as specific metrics such as reduced VMT or additional miles of bike lanes. Any indicators that cannot be measured at the time the annual report is due (because the project has not matured to the point that the indicator is meaningful), should include a statement as to why a particular indicator is not yet measurable.

1.3. The Final Report shall conform to the guidelines as described in the template provided.

All Grant Recipients:

(a) Grant recipients from all three Focus Areas shall be capable of presenting an overview of their project to the COUNCIL at the conclusion of the Grant Agreement. The overview shall include discussion of successes, barriers, and lessons learned from both the grant process and the grant-funded project.

(b) Failure to comply with the reporting requirements specified in this Grant Agreement shall constitute a breach of this Grant Agreement and may result in the DEPARTMENT taking action necessary to enforce the Grant Agreement, or require a refund of grant funds.

DOCUMENTATION OF TIME SPENT

1. GRANTEE shall maintain reports or other detailed records (e.g., activity logs or timesheets) documenting time spent by each employee, agent, or contractor whose work in support of this Grant Agreement is billed under the Agreement. Records used to meet this requirement shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual's time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.

2. Submitted timesheets must contain the signature of both the person(s) being paid, and their direct supervisor.

COPIES OF DATA, PLANS, AND SPECIFICATIONS

1. The GRANTEE shall, at the request of the DEPARTMENT provide the DEPARTMENT with copies of any data, design plans, specifications, maps, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations and memoranda of every description or any part thereof, prepared or used in the preparation of the Project funded by this Grant Agreement.

2. All departments within the State of California shall have the right to copy and distribute said copies in any manner when and where it may determine without any claim on the part of the GRANTEE, its vendors or subcontractors to any additional compensation.

COMPETITIVE BID REQUIREMENTS

1. GRANTEE shall maintain documentation of its normal procurement policy and competitive bid process used. This competitive bid requirement may be waived upon GRANTEE certification and grantor approval that due to the unique nature of the goods or services a sole source purchase is justified. Failure to comply with competitive bid requirements may result in the DEPARTMENT disallowing reimbursement of some portion or all of the related costs and/or other remedies for breach of contract.

INVOICING

1. Invoices shall be submitted on a quarterly basis. An invoice form will be provided to the GRANTEE, which must be completed in its entirety to submit any and all invoices.

2. All invoices must be submitted in triplicate, with an original and two additional copies, listing the grant and invoice numbers. The copies may be double-sided. The original invoice must have an original authorized signature.

3. In accordance with the Grant Guidelines, fifteen percent (15%) of the amounts submitted for reimbursement will be withheld and issued as a final payment upon agreement completion, at the sole discretion of the State. All expenditures must be itemized on the invoice form. This should include reimbursable costs.

4. For each expenditure of $500 or more, copies of supporting documentation (timesheets, payroll stubs, bids, receipts, canceled checks, sole source justification, etc.) must be submitted with the invoice. Original supporting documents are not required to be submitted, but must be retained by the GRANTEE for record keeping and audit purposes.

5. Invoices are to be sequentially numbered starting from one (1) and must tie to budget line items in the approved Budget at Exhibit A. Invoices must be signed by the person who signed the Agreement or his/her authorized designee. Designees must be authorized in writing and filed with the DEPARTMENT.

6. Individuals funded by this grant cannot sign invoices. If there is a question as to the authority of the signer, which cannot be resolved to the satisfaction of the DEPARTMENT, the invoice will not be paid.

7. Each invoice is subject to approval by the Grant Manager and DEPARTMENT Management, and possible audit by the Accounting Office and the State Controller before payment may be disbursed. If an invoice is questioned by the DEPARTMENT, the Grant Manager shall contact the GRANTEE within thirty (30) working days of receipt of the invoice. Undisputed invoices take approximately six (6) weeks for payment.

8. Mail an original signed invoice, with all support documentation and two (2) copies of everything, to the following address:

Department of Conservation
Division of Land Resource Protection
Attn: SCPGIP Grant Administrator
801 K Street, MS 18-01
Sacramento, CA 95814

PAYMENT

1. Except as otherwise provided herein, payments shall be made to GRANTEE no more than once every sixty (60) calendar days in arrears for actual costs authorized in the Budget at Exhibit A of this Grant Agreement and incurred during the grant term. Payment will be made upon evidence of satisfactory progress, as determined by the Grant Manager. Such evidence shall consist of written quarterly progress reports, phased and incremental work-product production, and other documentation evidencing quarterly performance, as provided for in this Grant Agreement.

2. Final payment will be made only after completion, to the DEPARTMENT'S satisfaction, of objectives, work, and activities identified in Exhibit B, including timely receipt of all required reports including the Final Report, and in accordance with the Invoicing and Discharge provisions of this Grant Agreement. The DEPARTMENT will not reimburse costs incurred after the Grant End Date.

3. Only those items identified in the Budget are eligible for reimbursement. Any changes to the Budget must be approved by the Grant Manager before an expenditure for that item is made. Under no circumstances shall the GRANTEE seek reimbursement pursuant to this Agreement for a cost that has been or will be paid through another funding source.

TRAVEL

1. Reimbursement of travel is not permitted unless expressly provided in the approved Budget at Exhibit A. Travel by private or GRANTEE-owned automobile, necessary for the performance of this Grant Agreement, shall be reimbursed at no more than .51 cents per mile. GRANTEE shall maintain detailed travel records showing the date and purpose of grant-related travel, destination and, in the case of travel by automobile, vehicle license number and number of miles driven.

2. GRANTEE and any person travelling pursuant to this Grant Agreement shall indemnify and hold harmless the DEPARTMENT and State of California for any liabilities resulting from such travel.

DISCHARGE OF GRANT OBLIGATIONS

1. The GRANTEE'S obligations under this Agreement shall be deemed discharged only upon acceptance of the Final Report by the DEPARTMENT. The final report will attach and incorporate all work-product generated by the Grant Funds including the Final Sustainable Community Plan produced by the GRANTEE. The GRANTEE'S Board of Directors or Board of Supervisors shall adopt and certify as accurate the Final Plan Report prior to its submission to the DEPARTMENT.

2. GRANTEE shall submit all documentation for Project completion and final reimbursement within ninety (90) days of Project completion, but in any event no later than thirty-six (36) months after agreement execution start date.

3. Final payment is contingent upon DEPARTMENT'S verification that the Project is consistent with Work Plan as described in Exhibit B, together with any DEPARTMENT approved amendments.

TERMINATION

1. If the DEPARTMENT or the COUNCIL terminates the Grant Agreement without cause prior to the end of the Project Performance Period, the GRANTEE shall take all reasonable measures to prevent further costs to the DEPARTMENT under this Grant Agreement. The DEPARTMENT shall be responsible for any reasonable and non-cancelable obligations incurred by the GRANTEE in the performance of this Agreement prior to the date of the notice to terminate, but only up to the undisbursed balance of funding authorized in this Agreement.

2. Upon any termination, GRANTEE shall deliver all records and reports and other deliverables required by this Grant Agreement up to the time of termination.

3. If the GRANTEE fails to complete the Project in accordance with this Grant Agreement, or fails to fulfill any other obligations of this Agreement prior to the termination date, the GRANTEE shall be liable for immediate repayment to the DEPARTMENT of all amounts disbursed by the DEPARTMENT under this Grant Agreement, plus accrued interest and any further costs related to the Project. The DEPARTMENT may, at its sole discretion, examine the extent of GRANTEE compliance and not require repayment for work partially completed. This paragraph shall not be deemed to limit any other remedies available to the State for breach of this Grant Agreement.

3. Failure by the GRANTEE to comply with the terms of this Agreement or any other related obligation may be cause for termination of all obligations of the DEPARTMENT hereunder.

4. Failure of the GRANTEE to comply with the terms of this Grant Agreement may not be cause for suspending all obligations of the DEPARTMENT if, in the judgment of the DEPARTMENT, such failure was due to no fault of the GRANTEE. At the discretion of the DEPARTMENT, any amount required to settle at minimum cost any irrevocable obligations properly incurred, shall be eligible for reimbursement under this Grant Agreement as pursuant to paragraph 2 above.

5. Either PARTY shall have the right to terminate this Grant Agreement at any time upon thirty (30) days written notice to the other. In the case of such "early" or "discretionary" termination by GRANTEE, defined as termination occurring before full performance of all objectives and activities and authorized for funding herein, the DEPARTMENT will be entitled to seek full reimbursement for all costs and payments made on the Grant Agreement.

6. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the DEPARTMENT'S Program, as determined at the discretion of the DEPARTMENT, this Grant Agreement shall be terminated. In this event, the DEPARTMENT shall have no liability to pay any funds whatsoever to GRANTEE or to furnish any other consideration under this Agreement to GRANTEE beyond the date of written notice of termination under this provision to the GRANTEE.

7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of funding this grant program, the DEPARTMENT shall have the option to either: cancel this Grant Agreement with no liability occurring to the COUNCIL or the DEPARTMENT, or offer an Agreement Amendment to GRANTEE to reflect a reduced amount.

8. Further, if the COUNCIL or the DEPARTMENT is unable to secure adequate funds through municipal bond sales or not able to secure the authorization to utilize such funds by the appropriate agencies, this Grant Agreement shall be terminated.

STOP WORK

1. Immediately upon receiving a written notice from the COUNCIL or the DEPARTMENT to stop work, the GRANTEE shall cease all work under this Grant Agreement.

PERFORMANCE OF SUBCONTRACTORS:

1. The GRANTEE shall be entitled to make use of its own staff and such subcontractor(s) as are mutually acceptable to the GRANTEE and the DEPARTMENT. All subcontractor(s), and any subsequent grant documents, are considered to be acceptable to the DEPARTMENT. Any change in subcontractor(s) or change as to how the GRANTEE intends to use the services of a subcontractor may require a **formal** amendment of this Grant Agreement. All approved subcontractors shall be managed by GRANTEE subject to the terms and conditions of this Agreement. GRANTEE will indemnify and hold harmless any liability to or resulting from action by subcontractor. Neither the DEPARTMENT nor the State is liable or in any way responsible for, nor will it indemnify, subcontractors.

2. Nothing contained in this Grant Agreement shall create any contractual relation between the DEPARTMENT and any subcontractors and no subcontract shall relieve GRANTEE of its responsibilities and obligations under the terms of this Grant Agreement. GRANTEE agrees to be fully responsible to the DEPARTMENT for the acts and omissions of its staff, subcontractors and of persons either directly or indirectly employed by them. GRANTEE'S obligation to pay its subcontractors is an independent obligation from the DEPARTMENT'S obligation to make payments to GRANTEE.

3. GRANTEE shall manage and hereby accepts responsibility for the performance of all subcontracts arising out of or in connection with this Agreement. GRANTEE shall monitor subcontractor's performance of the terms and conditions set forth herein by providing sufficient staffing resources for the length of the project. Subcontractor communications with the DEPARTMENT shall be coordinated through the GRANTEE'S principal staff. GRANTEE and its subcontractors shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement. The Grant Manager, without waiver of other rights or remedies, may require GRANTEE to re-perform any of said services not performed in accordance with these standards. Costs and expenses for defective services, for failure to meet the terms and conditions of the Agreement or for any redundancy that occurs due to inadequate subcontractor services shall be borne by GRANTEE.

DISPUTE RESOLUTION

1. In the event of a dispute, the GRANTEE shall provide written notice of the particulars of such dispute to: Assistant Director, Division of Land Resource Protection, Department of Conservation, 801 K Street, MS 18-01, Sacramento, CA 95814. Such written notice must contain the grant number. Within fifteen (15) days of receipt of such notice, the Assistant Director or the Assistant Director's designee shall advise the GRANTEE of his or her findings and a recommended means of resolving the dispute.

PUBLICITY AND ACKNOWLEDGMENT

1. The GRANTEE agrees that it will acknowledge the COUNCIL'S support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. The GRANTEE shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the Strategic Growth Council."

2. The GRANTEE shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

"Disclaimer
The statements and conclusions of this report are those of the Grantee and/or Subcontractor and not necessarily those of the Strategic Growth Council or of the Department of Conservation, or its employees. The Strategic Growth Council and the Department of Conservation make no warranties, express or implied, and assume no liability for the information contained in the succeeding text."

3. Before any materials or other publications funded in whole or in part pursuant to this Grant Agreement are published, GRANTEE shall provide the DEPARTMENT with an opportunity to review

and approve or disapprove any and all references to the COUNCIL or the DEPARTMENT or the programs and laws that it administers in such materials and publications.

CONFLICT OF INTEREST

1. GRANTEE shall act in accordance with the fiduciary duty attached to the receipt and expenditure of grant moneys intended to benefit the public. Consistent with that fiduciary duty and the public trust from which it flows, GRANTEE shall ensure the proper expenditure of all grant moneys for which reimbursement is sought pursuant to this Grant Agreement.

2. All expenditures for which reimbursement pursuant to this Grant Agreement is sought shall be the result of arm's length transactions and not the result of, or motivated by, self-dealing on the part of the GRANTEE or any employee or agent of the GRANTEE. For purposes of this provision, "arm's length transactions" are those in which both PARTIES are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant moneys are to be expended. Nothing in this agreement absolves the GRANTEE from complying with California Govt. Code section 1090 or any other law.

INDEMNITY AND HOLD HARMLESS

1. GRANTEE waives all claims and recourses against the DEPARTMENT, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of DEPARTMENT, its officers, agents, and employees.

2. GRANTEE shall indemnify, hold harmless and defend DEPARTMENT, its officers, agents and employees in perpetuity against any and all claims, demands, damages, costs, expenses or liability costs arising out of the Project, demands or causes of action arise under Government Code or otherwise, including but not limited to items to which the GRANTEE has certified or approved, except for liability arising out of the gross negligence of State, its officers, agents or employees. GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

NONDISCRIMINATION

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, and denial of family care leave in the use of any property or facility acquired or developed pursuant to this Agreement.

2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All records are public records unless made confidential by operation of State or Federal law.

INCORPORATION

1. The Grant Guidelines and the Application and any subsequent changes or additions to the Application approved in writing by the DEPARTMENT are hereby incorporated by reference into this Grant Agreement as though set forth in full in this Grant Agreement.

2. Exhibits A-C are attached to this Grant Agreement and incorporated by reference into it as though set forth in full.

SEVERABILITY

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

WAIVER

1. No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either party.

ASSIGNMENT

1. The GRANTEE may assign its interest in and responsibilities under this Grant Agreement either in whole or in part only with the written consent of the DEPARTMENT.

AUDIT REQUIREMENTS

1. Sustainable Community Planning Grant Projects are subject to audit by the DEPARTMENT. This provision does not limit the authority of any State agency to audit the GRANTEE pursuant to that Agency's authority annually and for three (3) years following the final payment of Grant Funds. The audit shall include all books, papers, accounts, documents, or other records of the GRANTEE, as they relate to the Project for which the Grant Funds were granted.

2. The GRANTEE agrees that the DEPARTMENT and its representatives, including, but not limited to, the DEPARTMENT, the State Controller's Office, and the State Auditor, shall have an absolute right of access to, and right to review and copy, all of the GRANTEE'S records pertaining to this Grant Agreement and to conduct reviews and/or audits related to this grant. GRANTEE shall, for the purpose of any such review or audit, retain and provide access to all records related to this grant including, but not necessarily limited to, those records specified above. GRANTEE shall also provide access to and allow interview of any employees who might reasonably have information related to such records. Such access to employees and records shall be provided during normal business hours throughout the grant term and for at least three years after the final payment is disbursed pursuant to this Grant Agreement, or until completion of any action and resolution of all issues which may arise as a result of any audit or review of such records, whichever is later. GRANTEE shall ensure that such access shall extend to all subcontractors.

GOVERNING LAW/LOCUS

1. This Agreement is governed by, and shall be interpreted in accordance with the laws of the State of California. For the purpose of any litigation related to and/or challenging any aspect of this Grant Agreement or performance there under, the locus is Sacramento, California.

INSURANCE COVERAGE

1. The GRANTEE shall obtain and keep in force for the term of this Agreement, and require its subcontractors to obtain and keep in force, the following insurance policies that cover any acts or omissions of the GRANTEE, or its employees engaged in the provision of services or performance of activities funded pursuant to and specified in this Agreement:

a. Worker's Compensation Insurance in accordance with the statutory requirement of the State of California.
b. Commercial general liability insurance in the amount of $1,000,000 per occurrence and aggregate for bodily injury and property damage.
c. Automobile liability in the amount of $1,000,000 for each accident for owned, non-owned, or hired vehicles, whichever is applicable.

2. The GRANTEE shall name the State of California, its officers, agents, employees, and servants as additional insured PARTIES for all insurance required and is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the DEPARTMENT within thirty (30) days of grant signature.

3. The certificate of insurance shall state a limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

4. The GRANTEE shall notify the DEPARTMENT prior to any insurance policy cancellation or substantial change of policy.

GRANTEE NOT AN AGENT OF THE STATE

1. GRANTEE agrees that it, and its agents, and employees and subcontractors shall act in an independent capacity and are not as officers, employees, or agents of the State of California, the COUNCIL, or the DEPARTMENT.

TIMELINESS

1. Time is of the essence in the performance of this Agreement. GRANTEE is required to begin implementation of this Agreement as soon as possible following its execution and shall abide by the Work Plan, and Schedule of Deliverables at Exhibit B. GRANTEE shall not incur costs pursuant to this Agreement past the Grant End Date.

CERTIFICATION CLAUSES

1. The GRANTEE hereby certifies its compliance with all applicable requirements contained in the GRANTEE Certification of Compliance at Exhibit C of this Agreement.

BREACH OF CONDITIONS/REMEDY FOR DEFAULT

1. In the event of GRANTEE'S breach of any conditions or terms of this Grant Agreement, the DEPARTMENT will give written notice to the GRANTEE, describing the breach. Notice shall be deemed given when deposited in the U.S. Post office, postage prepaid, addressed to GRANTEE, or by personal delivery to GRANTEE'S place of business. If GRANTEE does not, within thirty (30) days after the notice is given, (1) cure the breach described in the DEPARTMENT'S notice or (2) if the breach is not curable within thirty (30) days, commence to cure the breach, then GRANTEE shall be in default under this Agreement.

2. In the event of a default under this Grant Agreement, the COUNCIL and the DEPARTMENT shall be entitled to all remedies available at law including, but not limited to, termination of the Grant Agreement, withholding of amounts billed and/or recovery of funds disbursed and equipment purchased pursuant to the Grant Agreement. GRANTEE may appeal such action by filing a dispute pursuant to the Dispute Resolution portion of this Agreement.

ATTACHED EXHIBITS

A: Detailed Budget and Payment Provisions
B: Work Plan and Schedule of Deliverables
C: Certification of Compliance

BUDGETS SUMMARY

Grantee Name: **County of Sonoma- Permit Resource Management Department** Grant #:3012-583

Sonoma County Greenhouse Gas Reduction Implementation Program

Jurisdiction	PERSONNEL	Title	Hourly Rate	# of Hours	(D*E) Salary	Benefits	(F+G) Total	Funding Sources DOC Grant	Cash	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	64.18	220	14,120	8,246	22,365	22,365		
County of Sonoma	Alicia Ceniceroz	Accounting	43.88	240	10,531	6,482	17,014	17,014		
County of Sonoma	Debbie Latham	County Counsel	64.3	40	2,572	1,470	4,042	4,042		
County of Sonoma	TBD	Planner III	43.59	538	23,451	13,610	37,062	37,041		
County of Sonoma	Sue Dahl	Clerical	27.75	80	2,220	1,402	3,622	3,622		
County of Sonoma	Darci Reinier	GIS Tech	39	15	585	330	915	915		
RCPA	Misty Mersich	Program Analyst	28	1,665	46,620	24,492	71,112	71,112		
RCPA	Lauren Casey	Program Manager	47	783	36,778	18,037	54,814	54,814		
RCPA	Suzanne Smith	Executive Director	81	333	26,998	7,683	34,681	19,073		15,608
SCTA	Chris Barney	Planner	42.13	394	16,616	8,338	24,954	18,627		6,327
SCTA	Janet Spillman	Planning Director	64.56	200	12,912	5,434	18,346	9,173		9,173
SCTA	TBD	Planning Intern	22	100	2,200	0	2,200	2,200		
Cloverdale	Karen Massey	ACM/Comm Dev Dir	51.91	210	10,901	4,651	15,552	15,552		
Cloverdale	Rob Bartoli	Asst Planner (PT)	26.07	650	16,946	1,454	18,400	18,400		
Cotati	Vicki Parker	Planning Director	50.64	285	14,432	4,437	18,869	18,850		
Healdsburg	Barbara Nelson	Planner & Building Dire	64.35	140	9,009	5,381	14,390	14,390		
Healdsburg	Jeff Fisher	Assistant Planner	27.08	480	12,998	7,620	20,619	20,610		
Petaluma	Scott Duiven	Senior Planner	43.37	520	22,552	12,448	35,000	35,000		
Rohnert Park	Marilyn Ponton	Planning Director	60	155	9,300	2,945	12,245	12,245		
Rohnert Park	TBD	Admin Assist- Billing	30	96	2,880	672	3,552	3,552		
Rohnert Park	TBD	Dev Assist	30	210	6,288	1,467	7,755	7,755		
Santa Rosa	Chuck Regalia	Comm. Devel. Director	76.89	55	4,257	1,383	5,640	5,640		
Santa Rosa	Lisa Kranz	Supervising Planner	55.12	405	22,324	7,039	29,363	29,363		
Sebastopol	Kenyon Webster	Planning Director	55	280	15,400	7,840	23,240	23,240		
Sebastopol	Sue Kelly	Engineering Director	55	130	7,150	3,510	10,660	10,660		
Sonoma	David Goodison	Planning Director	58.26	132	7,690	2,311	10,001	10,015		
Sonoma	Wendy Atkins	Associate Planner	42.24	455	19,219	5,766	24,985	24,985		
Town of Windsor	Jim Bergman	Planning Director	57	130	7,416	4,064	11,480	11,474		
Town of Windsor	Kevin Thompson	Senior Planner	46	200	9,200	10,435	19,635	19,626		
	Total			9,141	**393,565**	**178,948**	**572,514**	**541,356**	**0**	**31,107**
	CONSULTANTS									
	Consultants- (to be hired) Data Analysis, Report preparation, Partner Review , Evaulation of GHG Reduction Targets, Reduction and Adaptation measure development, Quanitfication of measures, Write CAP, public outreach campaign						**451,446**	451,446		

	Totals	451,446	451,446	0	0
SUPPLIES					
City of Cloverdale- Printing , paper ($10 per packet, 75 copies)		723	723		
City of Cotati Supplies- printing, paper ($10 per packet, 100 copies)		1,000	1,000		
City of Sebastopol Supplies- printing, paper ($10 per packet, 15 copies)		150	150		
Town of Windsor Supplies, - Printing, paper($10 per packet, 90 copies)		900	900		
	Totals	2,773	2,773	0	0
MEETINGS, WORKSHOPS					
Public outreach meetings, rent, supplies, mailings			0		
City of Cloverdale Public Outreach meetings (2 meetings @ 162.50 each)		325	325		
City of Cotati public outreach meetings (2 meetings @ $50 each		100	100		
City of Sebastopol public outreach meetings (2 meeetings @ $412.50 each)		825	825		
Windsor Public outreach / Local Adoption meetings (6 meetings @ $415 each)		2,500	2,500		
	Totals	3,750	3,750	0	0
OTHER					
County of Sonoma Energy Code Amendments		100,000			100,000
City of Santa Rosa Climate Action Plan		200,000			200,000
	Totals	300,000	0	0	300,000
TRAVEL					
Mileage is calculated at .51/mile					
City of Cotati (98 miles @ 0.51/mile)		50	50		
City of Sebastopol (245 miles @ 0.51/mile)		125	125		
Town of Windsor (980 miles @ 0.51/mile)		500	500		
	Totals	**675**	**675**	**0**	**0**
	Totals	**1,331,158**	**1,000,000**	**0**	**331,107**

Applicant Name: County of Sonoma- Permit & Resource Management Department **Contract Number:** 3012-583

Task 1: Project Management and Grant Administration

AGENCY	PERSONNEL	Title	Hourly Rate	# of Hours	(E*F) Salary	Benefits	(G+H) Total	Funding Sources DOC Grant	Cash	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	$64	60	3,851	2,249	6,100	6,100		
County of Sonoma	Alicia Ceniceroz	Accounting	$44	240	10,531	6,482	17,014	17,014		
County of Sonoma	Debbie Latham	County Counsel	$64	40	2,572	1,470	4,042	4,042		
County of Sonoma	TBD	Planner III	$44	80	3,487	2,026	5,513	5,513		
County of Sonoma	Sue Dahl	Clerical	$28	80	2,220	1,402	3,622	3,622		
RCPA	Misty Mersich	Program Analyst	28	1365	38220	20079.15	58299.15	58,299		
RCPA	Lauren Casey	Program Manager	47	582.5	27377.5	13426.625	40804.125	40,804		
RCPA	Suzanne Smith	Executive Director	81	100	8100	2305	10405	10,405		
Total				**2,548**	**96,359**	**49,440**	**145,799**	**145,799**	**0**	**0**
CONSULTANTS										
						Total	**0**	**0**	**0**	**0**
SUPPLIES										
						Total	**0**	**0**	**0**	**0**
MEETINGS, WORKSHOPS										
						Total	**0**	**0**	**0**	**0**
OTHER										
						Total	**0**	**0**	**0**	**0**
TRAVEL										
						Total	**0**	**0**	**0**	**0**
EQUIPMENT										
						Total	**0**	**0**	**0**	**0**
						Total	**145,799**	**145,799**	**0**	**0**

Applicant Name: **County of Sonoma- Permit & Resource Management Department** Contract Number: 3012-583

Task 2: Develop multi-jurisdictional Community-wide Greenhouse Gas Implmentation Program

AGENCY	PERSONNEL	Title	Hourly Rate	# of Hours	(E*F) Salary	Benefits	(G+H) Total	Funding Sources DOC Grant	Cash	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	64.18	100	6,418	3,748	10,166	10,166		
County of Sonoma	TBD	Planner III	43.59	300	13,077	7,596	20,673	20,673		
County of Sonoma	Darci Reinier	GIS Tech	39.00	15	585	330	915	915		
SCTA	Chris Barney	Planner	42.13	394	16,616	8,338	24,954	18,627		6,327
SCTA	Janet Spillman	Planning Director	64.56	200	12,912	5,434	18,346	9,173		9,173
SCTA	TBD	Planning Intern	22.00	100	2,200	0	2,200	2,200		
Cloverdale	Karen Massey	ACM/Comm Dev Di	51.91	105	5,451	2,326	7,776	7,776		
Cloverdale	Rob Bartoli	Asst Planner (PT)	26.07	375	9,776	727	10,503	10,503		
Cotati	Vicki Parker	Planning Director	50.64	156	7,900	2,432	10,332	10,332		
Healdsburg	Barbara Nelson	Planner & Building I	64.35	70	4,505	2,690	7,195	7,195		
Healdsburg	Jeff Fisher	Assistant Planner	27.08	240	6,499	3,813	10,312	10,312		
Petaluma	Scott Duiven	Senior Planner	43.37	420	18,215	10,062	28,278	28,278		
Rohnert Park	Marilyn Ponton	Planning Director	60.00	95	5,700	1,805	7,505	7,505		
Rohnert Park	TBD	Admin Assist- Billing	30.00	96	2,880	672	3,552	3,552		
Rohnert Park	TBD	Dev Assist	30.00	150	4,488	1,047	5,535	5,535		
Santa Rosa	Chuck Regalia	Comm. Devel. Direc	76.89	50	3,845	1,249	5,094	5,094		
Santa Rosa	Lisa Kranz	Supervising Planner	55.12	385	21,221	6,691	27,913	27,913		
Sebastopol	Kenyon Webster	Planning Director	55.00	200	11,000	5,600	16,600	16,600		
Sebastopol	Sue Kelly	Engineering Directo	55.00	100	5,500	2,700	8,200	8,200		
Sonoma	David Goodison	Planning Director	58.26	80	4,661	1,398	6,059	6,059		
Sonoma	Wendy Atkins	Associate Planner	42.24	355	14,995	4,499	19,494	19,494		
Town of Windsor	Jim Bergman	Planning Director	57.00	65	3,705	2,596	6,301	6,301		
Town of Windsor	Kevin Thompson	Senior Planner	46.00	100	4,600	7,921	12,521	12,521		
Total				**4,151**	**186,749**	**83,674**	**270,423**	**254,923**	**0**	**15,500**
CONSULTANTS										
Consultants- (to be hired) Data Analysis, Report preparation, Partner Review , Evaulation of GHG Reduction Targets, Reduction and Adaptation measure development, Quanitfication of measures, Write CAP							351,446	351,446		
						Total	**351,446**	**351,446**	**0**	**0**
SUPPLIES										
City of Cloverdale- Printing , paper ($10 per packet, 75 copies)							723	723		
City of Cotati Supplies- printing, paper ($10 per packet, 100 copies)							1,000	1,000		
City of Sebastopol Supplies- printing, paper ($10 per packet, 15 copies)							150	150		
Town of Windsor Supplies, - Printing, paper($10 per packet, 90 copies)							900	900		
						Total	**2,773**	**2,773**	**0**	**0**
MEETINGS, WORKSHOPS										
						Total	**0**	**0**	**0**	**0**
OTHER										
County of Sonoma Energy Code Amendments							100,000			100,000
City of Santa Rosa Climate Action Plan							200,000			200,000
						Total	**300,000**	**0**	**0**	**300,000**
TRAVEL										
						Total	**0**	**0**	**0**	**0**
EQUIPMENT										
						Total	**0**	**0**	**0**	**0**
**All cells are all linked to the cells in the Jurisdiction budget tab						**Total**	924,642	609,142	0	315,500

Applicant Name: **County of Sonoma- Permit & Resource Management Department** Contract Number: 3012-583

Task 3: GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption

AGENCY	PERSONNEL	Title	Hourly Rate	# of Hours	(E*F) Salary	Benefits	(G+H) Total	Funding Sources DOC Grant	Cash	In-Kind
County of Sonoma	Jennifer Barrett	Planning Director	64.18	60	3,851	2,249	6,100	6,100		
County of Sonoma	TBD	Planner III	43.59	158	6,867	3,989	10,856	10,856		
RCPA	Misty Mersich	Program Analyst	28	300	8,400	4,413	12,813	12,813		
RCPA	Lauren Casey	Program Manager	47	200	9,400	4,610	14,010	14,010		
RCPA	Suzanne Smith	Executive Director	81	233	18,898	5,378	24,276	8,668		15,608
Cloverdale	Karen Massey	ACM/Comm Dev Dir	51.91	105	5,451	2,326	7,776	7,776		
Cloverdale	Rob Bartoli	Asst Planner (PT)	26.07	275	7,169	727	7,896	7,896		
Cotati	Vicki Parker	Planning Director	50.64	129	6,513	2,005	8,518	8,518		
Healdsburg	Barbara Nelson	Planner & Building Direc	64.35	70	4,505	2,690	7,195	7,195		
Healdsburg	Jeff Fisher	Assistant Planner	27.08	240	6,490	3,808	10,298	10,298		
Petaluma	Scott Duiven	Senior Planner	43.37	100	4,337	2,386	6,723	6,723		
Rohnert Park	Marilyn Ponton	Planning Director	60	60	3,600	1,140	4,740	4,740		
Rohnert Park	TBD	Dev Assist	30	60	1,800	420	2,220	2,220		
Santa Rosa	Chuck Regalia	Comm. Devel. Director	76.89	5	412	134	546	546		
Santa Rosa	Lisa Kranz	Supervising Planner	55	20	1,100	348	1,448	1,448		
Sebastopol	Kenyon Webster	Planning Director	55	80	4,400	2,240	6,640	6,640		
Sebastopol	Sue Kelly	Engineering Director	55	30	1,650	810	2,460	2,460		
Sonoma	David Goodison	Planning Director	58.26	52	3,043	913	3,956	3,956		
Sonoma	Wendy Atkins	Associate Planner	42.24	100	4,224	1,267	5,491	5,491		
Town of Windsor	Jim Bergman	Planning Director	57	65	3,705	1,468	5,173	5,173		
Town of Windsor	Kevin Thompson	Senior Planner	46	100	4,591	2,514	7,105	7,105		
Total				**2,442**	**110,405**	**45,833**	**156,239**	**140,631**	**0**	**15,608**
CONSULTANTS										
Consultants-Social Media, project website, facilitation and expert participation							100,000	100,000		
						Totals	**100,000**	**100,000**	**0**	**0**
SUPPLIES							0	0	0	0
						Totals	**0**	**0**	**0**	**0**
MEETINGS, WORKSHOPS										
City of Cloverdale Public Outreach meetings (2 meetings @ 162.50 each)							325	325		
City of Cotati public outreach meetings (2 meetings @ $50 each							100	100		
City of Sebastopol public outreach meetings (2 meeetings @ $412.50 each)							825	825		
Windsor Public outreach / Local Adoption meetings (6 meetings @ $415 each)							2,500	2,500		
						Totals	**3,750**	**3,750**	**0**	**0**
OTHER										
						Totals	**0**	**0**	**0**	**0**
TRAVEL (Mileage is calculated at 0.51/mile)										
City of Cotati (98 miles @ 0.51/mile)							50	50		
City of Sebastopol (245 miles @ 0.51/mile)							125	125		
Town of Windsor (980 miles @ 0.51/mile)							500	500		
						Totals	**675**	**675**	**0**	**0**
EQUIPMENT										
						Totals	0	0	0	0
						Totals	**260,664**	**245,056**	**0**	**15,608**

Strategic Growth Council/Department of Conservation– Sustainable Communities Planning Grant Award

Detailed Work Plan by Task

Grantee: County of Sonoma, Permit Resource Management Department

Grant Number: *3012-583*

Jurisdiction: County of Sonoma, City of Santa Rosa, Cotati, Petaluma, Rohnert Park, Sebastopol, Sonoma, Windsor, Healdsburg, Cloverdale

Project Title: Sonoma County Greenhouse Gas Implementation Program (GRIP)

The following sections detail goals, outcomes, and subtasks of the activity milestones listed in the Work Plan and Budget. The work plan is designed and intended to meet the requirements of CEQA Section 15183.5 to address the cumulative impacts of GHG emissions, and the BAAQMD CEQA Guidelines pertaining to a GHG Emissions Reduction Strategy; and also to provide for a process to allow local policy and program consistency as ABAG develops the Sustainable Communities Strategy for the Bay Area (SB375). The GRIP process will be directed by the County of Sonoma Permit Resource and Management Department (PRMD) as Grant Administrator and the Regional Climate Protection Authority (RCPA) as Project Manager. Other sub-grantees include Planning Staff from each jurisdiction, the Sonoma County Transportation Authority (SCTA), the Climate Protection Campaign (CPC), Sonoma State University Center for Sustainable Communities (SSU), North Bay Climate Adaptation Initiative (NBCAI).

Proposed Committees include:

Process Oversight Committee (POC) - The Process Oversight Committee will meet on a regular basis to tack the projects adherence to timeline/milestones. The purpose of the POC is to identify critical paths, make minor changes to the timeline/milestones and provide a forum for early resolution of issues that might result in cost overruns.

Sub- Recipient Committee (SRC) - The Sub-Recipient Committee consists of all the sub-grantees for the Prop 84 grant funding. This group will meet at the beginning of the grant, for a "kick off" meeting and periodically over the 2 year grant period as needed to coordinate or review work products and the program. The City/County jurisdictions will feedback on drafts, collect data, and ensure that the GRIP can be implemented in their jurisdiction. Also, to minimize staff time- the existing Planning Directors Meetings (held by the SCTA/RCPA every month) will be the main venue to inform the City/County Planning Directors, where they will receive updates and key information on the GRIP process.

Stakeholder Advisory Committee (SAC) - The Stakeholder Advisory Committee with help guide the Stakeholder and Outreach process to ensure community input and access to the GRIP process. This outreach process can be done through, public meetings, interviews, focus Groups, and or workshops.

During the GRIP development process it might be determined that other committees are needed, but this would not affect the budget or scope of work.

1.2H Finalize/Revise work plan, scope, targets, objectives, communication protocols, identify key data needs

1.2I Regular meetings with Stakeholder Advisory Group

1.2J Coordinate with all jurisdictions and set up meeting schedule and project milestones

1.2K Ensure timely completion of all grant tasks

Work Product:

• Report to PRMD for billing invoices, progress reports, timeline and deliverables

Time Frame: Month 1-24

Task 2: Develop multi-jurisdictional Community-wide Greenhouse Gas Implementation Program

Task 2.1- Update local and regional GHG inventories and prepare forecasts

Responsible Party: Consultant, with input from jurisdictions, SCTA,

With input from the 10-jurisdictions and SCTA, this task will provide for up-to-date, regionally consistent greenhouse gas inventories for each partner jurisdiction and the County. This effort will build upon the data and analysis completed by the Climate Protection Campaign (CPC) and local governments of Sonoma County to include all relevant sources of greenhouse gas emissions and to be consistent with new or updated protocols for GHG analysis. The GHG inventories will include community-wide and municipal operations GHG emissions for 1990, the current year, and forecast years.

The consultant will use the latest available methodology and protocol from ICLEI- Local Governments for Sustainability- for accounting and reporting of GHG emissions. The current year inventory will calculate emissions from on-road vehicles, off-road vehicles and equipment, electricity and natural gas, solid waste, agriculture and forestry, water supply and wastewater systems, and municipal operations. Other emissions sources may be included in the inventory to ensure compliance with CEQA Guidelines Section 15183.5. The inventory will calculate actual or estimated GHG emissions for the following years:

- 1990 (state baseline, CCAP baseline)
- 2008 (or other appropriate current year)
- 2015 (CCAP target year)
- 2020 (BAAQMD and state target year (EO S-03-05 and AB 32)
- 2035 (SB 375 consistency, SCTA RTP Update)
- 2050 (state target year (EO S-03-05), CCAP target year)

The lead consultant will work with the Sub- Recipient Committee and partner organizations to collect and analyze greenhouse gas emissions. The consultant will work directly with a representative from each jurisdiction to gather data related to community-wide activities and municipal operations. The consultant and partners will also work with the Sonoma County Transportation Authority to maintain regional consistency of vehicle miles traveled (VMT) modeling.

Action Plans adopted in other cities and counties and which strategies being implemented by local governments are having the biggest impacts on emissions.

Sub-Tasks

2.2A	Identify GHG reduction strategies (AB 32, General Plans, Transportation plans, county goals, and other regulations)
2.2B	Identify adaptation strategies in compliance with state and local regulations
2.2C	Identify and compile of current policies, programs, and efforts related to GHG reduction, sustainability and climate change in the County/Cities
2.2D	Prepare/review document for input from stakeholder advisory group and Sub- Recipient Committee

Work Product:

1. Draft and FINAL Policy Gap Analysis by jurisdiction and County-wide

Time Frame: Months 2-8

Task 2.3- Evaluate and Prioritize GHG reduction and adaptation strategies

Responsible Party: Consultant, with input from 10- jurisdictions

The Consultant will use the gap analysis developed in Task 2.2 to update and expand upon the reduction strategies included in the CCAP. The Sub- Recipient Committee may focus reduction strategies into the following focus areas:

- Land Use and Urban Design
- Vehicle Use and Fuel Consumption
- Energy Efficiency and Conservation
- Renewable Energy
- Municipal Operations
- Waste Reduction and Diversion
- Water Conservation
- Agricultural and Open Space Conservation
- Education and Economic Vitality

The jurisdictions will review the draft reduction and adaptation standards and provide comments to the lead consultant. Lead consultant will incorporate the jurisdictions' comments and present the final recommendation to the Sub- Recipient Committee. The lead consultant will provide direct assistance to smaller cities in data collection of policies, measures, regulations and other needs identified in the process as needing to be filled by jurisdiction staff.

The consultant will prepare various GHG emissions projections based on future years under the "business as usual" scenario and several other alternatives. An economic analysis of each scenario shall be prepared to assist the decision makers in adopting the specific GHG reduction strategies (and jurisdiction-level GRIP) for their community. The economic analysis shall also include the relative cost-effectiveness of various strategies, i.e. what is the cost in dollars to implement the strategy as compared to the GHG emissions reductions achieved. This task also includes an analysis and recommendation of GHG reduction targets. The emissions projection task should focus on subsequent target years, specifically related to 2020 for AB 32 consistency, to 2035 for SB 375 consistency, and 2050 (a state target year in Executive Order S-03-05 and the existing target year set by the Climate Protection Campaign Countywide CAP). The recommendation memo will analyze different options to achieve GHG reduction targets for Sub- Recipient Committee discussion.

The Climate Action Plan should include baseline data and relevant analyses that will also be used as part of a programmatic environmental document pursuant to CEQA Guidelines Section 15183.5. The lead consultant will work with a Sub- Recipient Committee that includes the 10 jurisdictions, RCPA, SCTA, Community Partners and sub-consultants to quantify and assess the preferred emissions reduction measures and identify new cutting edge measures and policies as outlined in previous tasks. The Sub- Recipient Committee will provide the necessary data for quantification, including baseline activity data and demographic information per jurisdiction. Emissions reductions will be quantified using a methodology that ensures consistency with AB 32. The Plan will include at least the following factors for strategy quantification and assessment.

- The implementing agency (local agency, developer, site operators, etc.)
- GHG reduction potential in metric tons carbon dioxide equivalent (CO2e)
- Reductions in electricity (kWh), natural gas (therms), waste (tons), traffic (VMT), vehicle fuel (gallons), and water (gallons), as applicable
- Cost, including:
    - Cost to the local agency
    - Cost to the private sector
- Potential cost savings
- Available funding (local agency sources, grants, rebates, low-interest financing, etc.)
- Co-benefits (e.g., Community health and higher property values)
- Implementation feasibility (and cost-effectiveness and short term and long term economic impact)
- Implementation Plan

The Sub- Recipient Committee will work with the consultant to develop a rating system based on these factors. The rating system will allow for easy comparison across all measures and the identification of "low-hanging fruit" for immediate cost-effective implementation. A cost neutral climate action program is a project objective and may be possible due to the cost savings from efficiency improvements, alternative energy investment payback, fee programs, incentive programs, and other income-generating measures, although it will depend on the measures chosen for inclusion into the GRIP and the emissions reduction target goal.

For the transportation and land use reduction measures, major cost components to be incorporated in the analysis include the cost of new infrastructure, services, or programs and private cost savings from reduced fuel consumption. As part of this task, the Committee will work with SCTA to create consistency with their Comprehensive Transportation Plan.

The Community-wide Climate Action Plan of the GRIP will integrate the detailed measure quantifications and thresholds with supportive text. It will tentatively include the following:

1) An introduction to climate change science and regulations.
2) A summary of the Greenhouse Gas Emissions Inventory, forecast, and targets for the entire County and each local jurisdiction.
3) Community-wide energy use, transportation, land use, agriculture, water, and solid waste reduction strategies and measures, their cost-benefit analysis, implementation time frames, prioritization, and funding sources, including a "road map" for adapting these community-wide measures at the jurisdiction level.

- PUBLIC Draft and FINAL Comprehensive Communitywide Climate Action plan by jurisdiction

Time Frame: Months 8-18

Task 2.6- Develop Model Policy/Code/Practices Book

Responsible Party: Consultant, with input from 10- jurisdictions

The Lead Consultant will work with the Sub- Recipient Committee to create a draft "plug and play" implementation toolkit of model general plan, zoning and building code amendments and other programs to help facilitate the reductions outlined in the Communitywide Climate Action plan. Model amendments/programs could include the following:

- Overlay zones (e.g., transit-oriented development overlay zones, affordable housing overlay zones, complete neighborhood or sustainable community overlay zones)
- Special use regulations (e.g., renewable energy facilities, live/work standards)
- General development standards (e.g., bicycle facilities in new development, urban infill design standards, solar subdivision standards, construction and demolition recycling ordinance)
- Building code (e.g., green building code, graywater system standards, high-efficiency plumbing)
- Street design standards (e.g., complete streets design standards, landscaping and tree standards)
- Transportation, policies and strategies to reduce VMT, and strategies to implement SB375 through ABAG's Sustainable Communities Strategies, with a special emphasis on innovative cost-effective strategies to increase transit ridership.
- Programs and best practices such as SCEIP, PACE, RESCO, and energy efficiency/renewable energy programs to address municipal operations and existing development

The model ordinances/programs will be chosen based on their effectiveness at achieving the outcomes listed in the GRIP Grant with the Strategic Growth Council. The model ordinances, programs and standards would be made publicly available for comment and use by other jurisdictions. Local Sources of policies, codes and practices could include (this is not an exhaustive list):

  - Sonoma County Transportation Authority and Regional Climate Protection Agency
  - Sonoma County Agricultural Preservation and Open Space District
  - Climate Protection Campaign
  - Sonoma County Water Agency
  - North Bay Climate Adaptation Initiative
  - Sonoma State University Center for Sustainable Communities
  - Sonoma County General Services Department
  - Sonoma Marin Area Rail Transit Authority
  - Sonoma Green Business Program and Business Environmental Alliance
  - Sonoma County Public Health and Regional Parks Departments
  - Local jurisdictions of Sonoma County including all nine cities in Sonoma County.

Sub-Tasks

- 2.6A Compile list of innovative codes, model policies and practices for future use

the region's sustainability progress indicators and benchmarks. Data for the public website could be generated by the database. Other innovative ideas are welcome from the lead consultant.

Additionally, it is important for the tool to help jurisdiction staff and the RCPA in evaluating future development projects for criteria consistent with the GRIP on an ongoing basis.

Sub-Tasks

2.7A	Identify detailed scope of work, tasks and timeline
2.7B	Create online presence for public interface of GRIP tracker
2.7C	Create a centralized simple database-based tool to track GRIP implementation and jurisdiction and train staff how to use it
2.7D	Create downloadable document with the region's sustainability progress indicators and benchmarks.

Work Product:

1. ADMIN Draft & Final GRIP Implementation Tracker database tool

2. PUBLIC Final GRIP Implementation Tracker online tool/site

Time Frame: Months 12-24

Task 3: Conduct GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption

The public draft GRIP document will need to be brought to through the public process with the intent to receive input from the community, Stakeholder Advisory Committee members, public bodies, and stakeholders. The consultant will be required to bring the GRIP document through the public process with help from a jurisdiction representative and the RCPA as part of the outreach outlined in Task 3.

Task 3.1- Conduct Public Outreach workshops

Responsible Party: RCPA , with help from Lead Consultant, jurisdictions

This task provides for workshops to be held in each jurisdiction to outreach to community members throughout the region during the GRIP development process. City staff will assist with coordinating the location and time of the workshops in their jurisdiction or provide input on appropriate geographic locations to hold workshops. RCPA will take the lead in facilitating the workshops, and the materials and format will be created by the Lead Consultant.

This task also allows the community to participate in the GRIP process using workshops, online tools and social mediums. Specifically, this task provides for consultant services in support of website development, an email list serve, and social media. The consultant, in coordination with the County and RCPA, will announce the progress of the GRIP via the project website, Facebook and Twitter. "Followers" of the County's GRIP process will be encouraged to comment on the process electronically via email and web form to the County.

Sub-Tasks

Task 3.4- Conduct Local Adoption Process

The Grant Sub-recipient Committee will continue to meet until all jurisdictions have formally brought the GRIP to their decision maker for the final local adoption. The goal of this is to have local jurisdictions commit to participating in the entire GRIP process. The jurisdiction staff will determine the best option for presenting the GRIP to various councils and public bodies. The RCPA would work with each jurisdiction's staff to ensure consistent adoption. The consultant will create local adoption materials including PowerPoint presentations, template staff reports and other materials that all the jurisdictions can modify for their needs.

Responsible Party: Jurisdictions with help from RCPA and Consultant

Sub-Tasks

3.4A Send GRIP documents out for public review according to appropriate jurisdiction protocols.

3.4B Present GRIP document at appropriate Planning commission/City Council in each jurisdiction for local adoption according to city or county requirements for a public hearing process.

Work Product:

- **Lead Consultant: Preparation of materials and availability to present GRIP to local government boards as needed, up to two public meetings per jurisdiction (up to 20 meetings total)**
- **Jurisdictions: Present GRIP to local government boards, Staff presentations at appropriate city staff level meetings and with appropriate city committees and meetings as determined by City staff**

Time Frame: Month 18-24

Task 4: Prepare CEQA Document

(Not to be paid for with SGC/DOC Prop 84 Funding)

The lead consultant will be required to prepare the appropriate level of CEQA document pursuant to CEQA Guidelines Section 15183.5 for the GRIP and ensure integration and consistency with all elements of the GRIP. The final document will provide CEQA compliant environmental and public review for the GRIP. It is anticipated that a Programmatic EIR would be the preferred approach, and the EIR process will rely heavily on incorporation by reference of the technical documents, GHG emission reduction and adaptation standards, and emission reduction targets produced for the GRIP project. The CEQA review process will assess relevant substantial evidence in the record, including any applicable standards previously adopted by jurisdictions to reduce GHG's. Because the goal of the GRIP is to be a self-mitigating plan that includes standards for adoption, it is not anticipated that extensive development of new mitigation measures will be required as a part of the EIR process.

The intent of the GRIP CEQA documents to allow future projects the ability and option to tier off the certified GRIP CEQA document in compliance with CEQA Guidelines Section 15183.5.

After adoption of the GRIP, its implementation will include its use as a CEQA tiering document for individual projects. Projects consistent with the GRIP may rely on the programmatic cumulative impact analysis of GHG emissions contained in the certified GRIP EIR. The consultant will need to develop criteria and a process that the jurisdictions

Exhibit C

GRANTEE CERTIFICATION OF COMPLIANCE

By signing this Agreement, Grantee certifies that it is in compliance with all of the following requirements, to the extent that each is applicable:

1. Americans with Disabilities Act: Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 *et seq.*)

2. Nondiscrimination Clause: During the performance of this Agreement, the Grantee and its subcontractor(s) shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. Grantee and its subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated herein by reference and made a part hereof as if set forth in full.

Grantee and its subcontractor(s) shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the grant.

3. Recycling Certification: The Department has a procurement policy that sets purchase goals for, and favors the purchase of, products containing recycled content, both post-consumer and secondary waste. When using grant funds to purchase paper products, fine printing and writing paper, plastic, glass, oil, compost and co-compost, solvents and paint, tire-derived products, and retread tires, the Grantee shall make a reasonable effort to purchase products containing recycled content. Grantee shall report any and all such purchases in status and final reports required pursuant to this Agreement.

4. Drug-Free Workplace Requirements: Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

(b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and
4) penalties that may be imposed upon employees for drug abuse violations.

(c) Every employee who works on the Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Grantee may be ineligible for award of any future State agreements if the Department determines that the Grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

5. Labor Code/Workers Compensation: Grantee needs to be aware of the provisions, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee agrees to comply with such provisions before commencing performance pursuant to this Agreement. (Labor Code Section 3700)

6. Child Support Compliance Act: For any Agreement in excess of $100,000, the Grantee acknowledges accordance with the following:

(a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(b) The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

7. Resolution of Support: Grantee must provide the State with a copy of a resolution, order, motion, or ordinance of its governing body, which by law has authority to enter into an agreement, authorizing execution of an agreement.

8. Air or Water Pollution Violation: Under State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

9. Compliance with Other Laws, Including CEQA: The Grantee shall comply fully with all applicable federal, state and local laws, ordinances, regulations and permits and shall secure any new permits required by authorities having jurisdiction over the project(s), and maintain all presently required permits. The Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in carrying out the terms of the grant.

10. Use of State Funds to Assist, Promote or Deter Union Organizing: Grantee shall not use state funds, including grant funds, to assist, promote or deter union organizing. Government Code Section 16645.1(d) provides that Grantee shall be liable to the State for the amount of any funds expended in violation of this prohibition, plus a civil penalty equal to twice the amount of those funds. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee shall maintain records sufficient to show that state funds have not been used for those expenditures. The Grantee shall provide those records to the Attorney General upon request.

11. Payee Data Record Form (Std. 204): This form must be completed by all contractors and grantees and submitted to the State before the start of any grant. Grantee shall submit a new form anytime there is an address change.

EXHIBIT B

Part 1: Scope of Work for Jurisdictions except Santa Rosa

Part 2: Santa Rosa Scope of Work

GRIP DRAFT SCOPE OF WORK SUMMARY

Responsible Party: City of Petaluma, City of Cotati, City of Rohnert Park, City of Sebastopol, Town of Windsor, City of Healdsburg, City of Cloverdale, City of Sonoma, County of Sonoma

Local city/county planning staff is integral to the success of the GRIP. The GRIP process will result in an implementable Climate Action Plan for each jurisdiction that can be adopted through a public hearing process at the local level. City/county staff engagement is needed to give direction on GRIP elements including the Climate Action Plan, model codebook, implementation tracker and programmatic CEQA document. Additionally, City/county staff is needed to work with RCPA staff to construct a public outreach plan specific to the needs in each community. Ultimately, city/county staff will be bringing the GRIP through the local adoption process with support from the RCPA and consultant team.

City/county staff, the lead consultant, RCPA and SCTA will be brought together through the creation a Grant Sub-Recipient Committee (GSRC). This core group will drive the process of the GRIP development and see the project through to adoption in each jurisdiction. More detail on the expectations for this committee is in Task 3.2 below.

RCPA staff will be the project manager and main contact for this collaborative process and will help to facilitate the interactions among all the jurisdictions, with the Lead Consultant (ICF) and the local community partners.

The City of Santa Rosa adopted a CEQA compliant Community Climate Action Plan (CAP) for their community on June 5, 2012, and is currently in the process of writing a Municipal Climate Action Plan. It is not the intention of the GRIP to change or alter the City of Santa Rosa Community wide or Municipal CAP as it stands today. The Lead Consultant will not prepare a new GHG inventory or Climate Action Plan for the City of Santa Rosa. It is the goal of the GRIP process to ensure collaboration and consistency among the Sonoma County region to reach greenhouse gas reduction goals. Since Santa Rosa is the only city to have completed a CAP, they are invaluable as a local resource and guidance for the GRIP process. The City of Santa Rosa staff will participate in the GRIP process to help ensure collaboration amongst all jurisdictions, provide guidance on key milestones and the implementation of their currently adopted CAP will benefit from the tools created during the GRIP process. The City of Santa Rosa will have a separate Scope of Work to outline its responsibilities in the GRIP process.

Task 2 – Develop Multi-Jurisdictional Community-wide GHG Implementation Reduction Program

Task 2.1—Update Local and Regional GHG Inventories and Prepare Forecasts

. In order for projects in each jurisdiction to tier from the common reduction plan, GHG inventories and reduction plans for *each* of the jurisdictions, need to have the same baseline year. As a member of the GSRC, jurisdiction staff will collaborate with the other jurisdictions and work

with the RCPA to select the base year for all the GRIP inventories based on a consideration of advantages and disadvantages.

Jurisdiction staff will review and provide comment on the draft and final GHG inventory and forecast prepared by ICF via an Excel workbook. Staff will have the opportunity to ask questions and provide feedback via a webinar with ICF, at the GSRC meetings and via e-mail following review of the Excel workbook. The goal is that cities become familiar with their own inventories prior to the reduction planning step and prior to sharing inventory information with the public.

The workbook will include emissions data for individual jurisdictions' municipal operations where available (such as data related to emissions related to water, wastewater, and landfills), but will not include a separate inventory for municipal operations.

For more detail on the process ICF will use to conduct the inventory see their scope of work in Task 2.1.

Task 2.2—Policy Gap Analysis

The gap analysis will be done by ICF and will identify current policies, programs, and efforts related to sustainability and climate change within each jurisdiction, identify regional inconsistencies, and suggest areas for improvement and further coordination. The gap analysis will also identify barriers to sustainable development within general plans, and municipal building and zoning codes.

Jurisdiction staff will provide current policy and program documents to RCPA staff unless the documents already easily available on the jurisdiction's website. RCPA will first compile an Excel spreadsheet to track existing policies and programs in each jurisdiction through a web search. Jurisdiction staff will review this spreadsheet and inform RCPA if there are any relevant policies or programs that need to be added to the list. Jurisdiction staff will also review and provide comment on the overall policy gap analysis completed by ICF.

For more detail on the process ICF will use to conduct policy gap analysis see their scope of work in Task 2.2

Task 2.3—GHG Reduction Analysis

Jurisdiction staff will review and participate in the development and selection of the draft reduction measures and provide comments to ICF. Using the Policy Gap Analysis completed in Task 2.2, ICF will identify all existing quantifiable measures and prepare a list of new quantifiable measures to include in the CAP. Jurisdiction staff will work with the RCPA and Lead Consultant to help achieve regional consistency in the new measures. ICF will create a GHG Reduction Planning Tool for the jurisdictions. This tool will be an interactive Excel

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spreadsheet model, where the jurisdictions can make selections and see the GHG reduction consequences of their choices. This will allow jurisdictions to provide feedback to ICF on the most attractive and feasible new measures in order to streamline the GHG and cost quantification. Jurisdictions will receive the following tools:

- Reduction Tool v.1.0 – creates a list of existing and proposed measures in an interactive GHG reduction planning tool (Excel)
- Target Setting Exercise – provides target options and pros/cons of each along with recommendations
- GHG/Cost Quantification – quantifies GHGs and associated costs of implementing each measure
- Reduction Tool v.2.0 – allow jurisdictions to select different combinations of measures to work toward a future 2020 target; allows limited adjustment of parameters for 2035 and 2050 scenarios (Excel)
- Reduction Tool v.3.0 – Incorporates jurisdictional selections made in V2.0 and calculates final GHG reduction and cost totals, creates charts and plots, included inventories for all milestone years, 2020 measures and 2035 and 2050 scenarios.

GHG Reduction Planning Tool v1.0

Tool v1.0 will contain all existing policies and programs along with a list of new reduction strategies. Tool v1.0 will be organized into non-quantifiable and quantifiable measures. Jurisdictions will review v1.0 to identify the new measures that are most applicable to them. This will allow jurisdictions to provide feedback to ICF on the most attractive and feasible new measures in order to streamline the GHG and cost quantification. The tool uses ICLEI protocols supplemented with CAPCOA guidance and other sources.

Target Identification

In 2008, the Community Climate Action Plan prepared by the Climate protection Campaign, has the Community wide target set at 25% below 1990 levels by 2015. Because the adoption of the GRIP may not occur until 2015, the GSRC will work collectively with RCPA to determine the best target to set for the GRIP.

GHG Reduction Tool V2.0

Tool v2.0 will include the GHG reductions and cost analysis for all existing and new quantifiable measures that the cities have selected in v1.0. It will also include the GHG inventories and forecasts so that cities can compare the emission reductions to their BAU emissions. Our cost/benefit analysis will be specific in nature to provide dollar estimates of costs and savings. This tool will also provide a qualitative co-benefit analysis for each measure. These benefits generally include reductions in criteria pollutants, job growth, economic growth, and public health improvements. Jurisdiction staff will provide input to ICF to ensure that the co-benefits outputs of the analysis will meet the jurisdictions' needs.

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Transportation Strategies Evaluation for GHG Reduction Tool v2.0

A subsection of the tool will be developed by Fehr & Peers as a high-level planning spreadsheet tool (based on the final list of strategies) for each jurisdiction to evaluate the transportation strategies they will consider for implementation as part of the CAP. The tool will provide the jurisdictions with initial estimates of effectiveness for individual strategies and strategies in combination based on their urban context and degree of implementation. The tool may also provide high-level cost estimates/ranges to allow jurisdictions to compare implementation costs amongst strategies.

Economic Analysis for Reduction GHG Tool v2.0

ICF will conduct economic analysis of the GHG reduction scenarios to enable a comparison of the relative cost-effectiveness of different options. Jurisdiction staff will provide input to ICF to ensure that the quantitative outputs of the analysis will meet the jurisdictions' needs.

GHG Reduction Tool v3.0

Feedback provided by the jurisdictions to ICF on v2.0 will be used to help to prepare Tool v3.0. Tool v3.0 will allow jurisdictions one additional round of review for their measure selections. This additional round of review will allow ICF to incorporate any new information, methods, and recommendations from the cities/stakeholders. ICF will incorporate feedback from v3.0 into the GHG and cost quantification for the CAP document.

For more detail on the process ICF will use to conduct GHG measure analysis see their scope of work in Task 2.3.

Task 2.4—Evaluate and Analyze Adaptation and Resiliency Strategies

The GRIP will include strategies for climate change adaptation specific to Sonoma County, which will be prepared by the North Bay Climate Adaptation Initiative (NBCAI). NBCAI will work with local stakeholders and experts to address climate change impacts on human populations and natural systems including, but not limited to: increased risk of wildfire, loss of land to sea level rise, saltwater intrusion, flooding, reduction in agricultural productivity, increased occurrence of heat waves, and a decrease in water supply due to drought.

The GSRC will have an opportunity to review the analysis and work done by NBCAI and provide comment on the adaptation strategies.

Task 2.5—Develop Community-wide Multi-jurisdictional Climate Action Plan (CAP)

The final product will be a single Climate Action Plan document that combines and presents all technical components of the project (GHG inventories, GHG forecasts, GHG reduction measure quantification, GHG reduction measure cost analysis), as well as adaptation strategies, implementation checklists, and technical documentation for the CEQA analysis. The CAP document will have a separate chapter for each jurisdiction that will describe the jurisdiction, present the jurisdiction's inventory, forecasts, reduction target, selected GHG reduction measures

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and costs and savings for the selected measures and other relevant information. Jurisdiction staff will be able to provide input as the document is developed. ICF will create a matrix for each jurisdiction that displays these considerations in a tabular format for the GHG reduction measures selected in the reduction Tool v3.0. ICF will work the RCPA and GSRC to present all the factors clearly, discuss options for rating measures for use by individual jurisdictions, and provide decision support to the jurisdictions to help the communities do their own rating of the measures based on their own unique priorities.

The CAP will include the following:

- An introduction to climate change science and regulations.
- A summary of the Greenhouse Gas Emissions Inventory, forecast, and targets for the entire County and each local jurisdiction
- Community-wide energy use, transportation, land use, agriculture, water, and solid waste reduction strategies and measures, their cost-effectiveness analysis, implementation time frames, prioritization, and funding sources, including a "road map" for adapting these community-wide measures at the jurisdiction level
- A summary of existing municipal reduction strategies and measures, cost-effectiveness analysis, implementation time frames, prioritization, and funding sources (based on existing information; not developed as part of this scope).
- Adaptation and resiliency policies for anticipated climate change impacts, including strategies, implementation time frames, delegation of responsibility, and finance mechanisms
- Standards for monitoring and assessment, mechanisms for annual evaluation, and strategized primary and intermediate reduction targets to facilitate attainment of overall objectives to reduce emissions to target levels
- A compliance checklist for use by local agency planning staff to assist in determining a project's consistency with the GRIP

In describing the different GHG reduction measures, the CAP will identify the following:

- The implementing agency (local agency, developer, site operators, etc.)
- GHG reduction potential in metric tons carbon dioxide equivalent (CO2e)
- Reductions in electricity (kWh), natural gas (therms), waste (tons), traffic (VMT), vehicle fuel (gallons), and water (gallons), as applicable
- Cost, including:
  - Cost to the local agency
  - Cost to the private sector
  - Potential cost savings
- Available funding (local agency sources, grants, rebates, low-interest financing, etc.)
- Co-benefits (e.g., Community health and higher property values)
- Implementation feasibility (including cost-effectiveness and qualitative assessment of short term and long term economic impact)
- Implementation actions

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For more detail on the process ICF will use to write the CAP document see their scope of work in Task 2.5

Task 2.6—Develop Model Policy/Code/Practices Book

RCPA will work with the GSRC to create a draft "plug and play" implementation toolkit containing model general plan, zoning and building code amendments and other programs to help facilitate the reductions outlined in the Communitywide GRIP. The GSRC will have an opportunity to review and provide feedback during the development of the book.

Model amendments/programs could include the following:

- Overlay zones (e.g., transit-oriented development overlay zones, affordable housing overlay zones, complete neighborhood or sustainable community overlay zones)
- Special use regulations (e.g., renewable energy facilities, live/work standards)
- General development standards (e.g., bicycle facilities in new development, urban infill design standards, solar subdivision standards, construction and demolition recycling ordinance)
- Building code (e.g., green building code, graywater system standards, high-efficiency plumbing)
- Street design standards (e.g., complete streets design standards, landscaping and tree standards)
- Transportation, policies and strategies to reduce VMT, and strategies to implement SB375 through the regional Sustainable Communities Strategy, with a special emphasis on innovative cost-effective strategies to increase transit ridership.
- Programs and best practices such as SCEIP, PACE, RESCO, and energy efficiency/renewable energy programs to address municipal operations and existing development

For more detail on the guidelines, RCPA will follow in the creation of this book see Exhibit A.

Task 2.7—GRIP Implementation Tracker and Tools

In order to track the effectiveness of the GRIP, jurisdictions need a central place to store program details, implementation milestones, and measure progress. This tool must be easy to use, intuitive, centrally located, and consistent with the inventories, projections, and reductions analysis. Since the local measures and actions may differ for each jurisdiction, maintaining consistent data entry and reporting will be challenging. Different jurisdictions will likely have different needs for tracking inputs and outputs; some may be able to report metrics that others cannot. The tool needs to cater to all jurisdictions and track all-important indicators/metrics/ benchmarks for all measures without becoming too cumbersome or difficult to use. It must distill complex tracking data to the most useful and important information. The tool must also engage the public and show the progress of the GRIP.

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Jurisdictions will be provided with a scoping memo prepared by ICF to identify the key parameters to include in the tracking tool, present a timeline for city/county updates to the tracker, outline options for the look of the tracker interface, and discuss characteristics of the online public interface. ICF will incorporate feedback from jurisdictions on the memo into the development of the tracking tool to make sure that the tool contains all desired functions and capabilities.

For more detail on the process is defined in ICF scope of work Task 2.7.

Task 3: Conduct GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption

The goals of the public outreach task are to educate, inform, and engage stakeholders and the public. RCPA will work with ICF and the jurisdiction staff to prepare a comprehensive communication plan that guides the outreach process leading to local adoption of the CAP. The communication plan will include a schedule; partnership, audience, and stakeholder identification and methods of communication for various groups; goals and key messaging; workshop and meeting format; outreach materials needed, such as fact sheets, web page to be hosted by RCPA, and social media accounts. Jurisdiction staff will be involved to ensure that the outreach efforts meet the specific needs of each jurisdiction.

For more detail on Outreach and Adoption process, see Exhibit A Grant Scope of work, Task 3.

Task 3.1—Conduct Public Outreach Workshops

This task provides two public outreach workshops to be held per jurisdiction during the development of the GRIP. Jurisdiction staff will work with the RCPA to coordinate the location and time of the workshops within their jurisdiction or provide input on an appropriate geographic location to hold workshops. RCPA will take the lead on facilitating the workshops, but jurisdictions staff will be present to hear public input and respond to jurisdiction-specific issues as needed. Jurisdiction staff will be responsible to notify their residents according to their established public outreach protocols.

To assist in the public outreach process, RCPA will work with ICF to develop the meeting format and supporting materials translated, as necessary, into appropriate languages (meeting agenda, sign-in sheets, nametags, informational boards, and other materials as determined). Additionally, RCPA will be working with ICF to create a communications plan, information sheets, and develop a brand for the GRIP.

Task 3.2—Attend Grant Sub-Recipient Committee Meetings

The jurisdiction staff listed on the GRIP grant makes up the members of the GSRC. This core group will drive the process of the GRIP development and see the project through to adoption. It will meet on a regular basis to review project milestones, deliverables and coordination the public outreach process and workshops. It is anticipated that meetings will take place every 2-3 months. Since most of the members of this committee will also attend at the Planning Advisory Committee

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(PAC), meetings held at the SCTA once a month, RCPA will also utilize the PAC as appropriate to engage jurisdictions staff in GRIP development.

Task 3.3—Engage Stakeholder Advisory Group

Jurisdiction staff will identify key stakeholders in their community that can help RCPA communicate information about GRIP, inform the process, build support, and address concerns. RCPA will work to identify representation to the stakeholder group from diverse sectors throughout the county. Members could come from, but are not limited to disadvantaged communities, local business groups, nonprofits, environmental organizations energy providers, agricultural and tourism interests, the development and construction industry, and other governmental agencies that are not grant sub-recipients.

As a part of the communications plan creation, RCPA will determine the group's role in the GRIP development, structure and best way to engage them in the process.

At a minimum, formal stakeholder engagement will occur at the following milestones (4 in-person meetings).

- Draft GHG Inventory and Forecast
- Reduction Tool v2.0
- Public Draft CAP/ Draft EIR
- Final CAP/Final EIR

Task 3.4—Participate in Local Adoption Process

The GSRC will continue to meet until all jurisdictions have formally presented their "chapter" section of the GRIP to their decision makers for final local adoption. Local jurisdictions are asked to commit to participating in the entire GRIP process and adopting a CAP. Jurisdiction staff will determine the best option for presenting the GRIP to various councils/boards, city/county level staff meetings, or local advisory committee meetings, and will bring the GRIP through the local adoption process in their own jurisdiction. The RCPA will work with each jurisdiction's staff to ensure consistent presentation and provide resources and guidance on the local adoption process as necessary.

To support the local adoption process ICF will prepare presentation materials, template staff reports and other materials that the jurisdictions can modify for their needs. ICF will attend up to two public hearing meetings per jurisdiction, (could be one meeting with the Planning Commission and one with the City Council or Board of Supervisors, but jurisdiction staff can determine the best use for ICF). RCPA staff will be available to attend meetings as appropriate to help support jurisdiction staff through the local adoption process.

Task 4: Environmental Documentation (ICF)

ICF will prepare a Program EIR that evaluates the environmental impacts of GRIP implementation in Sonoma County. The RCPA will be the CEQA Lead Agency and the cities and the County will be Responsible Agencies. Projects consistent with the GRIP will be able to

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rely on the programmatic cumulative impact analysis of GHG emissions contained in the certified GRIP EIR as provided in CEQA Guidelines Section 15183.5. ICF will develop criteria and a process that the jurisdictions will use to determine if a future project is consistent with the GRIP. The EIR process will rely heavily on incorporation by reference of the technical documents, GHG emission reduction and adaptation standards, and emission reduction targets produced for the GRIP itself.

In addition to the normal role of a Responsible Agency under CEQA (e.g., commenting on the Notice of Preparation and Draft EIR and utilizing the Program EIR in the jurisdiction's adoption process), jurisdiction staff will have an opportunity to participate in preparation of the EIR. This will occur through the tasks outlined above as well as an opportunity to review administrative draft EIR sections that are particularly relevant to individual jurisdictions. The goal of this process is to produce a Program EIR that fully meets the needs of each Responsible Agency in their respective adoption process.

For more detail on ICF's approach to the Programmatic EIR, see their scope of work in Task 4.

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Draft Project Schedule

A summary schedule is shown in the table below, as prepared by ICF. A more detailed schedule broken down by task and subtask, and showing relationships between tasks will be prepared and given to the GSRC at the project kickoff meeting.

Schedule

Task	2013										2014												2015	
	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F
Task 2: GRIP																								
Task 2.1: GHG Inventory		■	■	■	■	■	■																	
Task 2.2: Policy Gap Analysis			■	■	■	■																		
Task 2.3: Reduction Analysis		■	■	■	■	■	■	■	■	■	■													
Task 2.4 : Adaptation (NBCAI)			■	■	■	■	■	■	■	■	■	■												
Task 2.5: Climate Action Plan										■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Task 2.6: Model Book (RCPA)										■	■	■	■	■	■	■	■	■	■	■	■	■		
Task 2.7 : GRIP Tracker																■	■	■	■	■	■	■	■	■
Task 3: Outreach																								
Task 3.1: Public Workshops													■											
Task 3.2: GSRC Meetings		■			■		■		■		■		■		■			■			■		■	
Task 3.3 : Stakeholder Meetings					■						■							■				■		
Task 3.4 : Local Adoption Mtgs.																								■
Task 4 : CEQA																								
Task 4.1: Planning for EIR											■	■												
Task 4.2: NOP															■									
Task 4.3: EIR Scoping																■								
Task 4.4: Program EIR																■	■	■	■					

Task 4.5: DEIR Review																									
Task 4.6: Comment Response																									
Task 4.7: Prepare Final EIR																									
Task 4.8 : Certification																									

DRAFT

MEMORANDUM OF AGREEMENT REGARDING THE GREENHOUSE GAS REDUCTION IMPLEMENTATION PROGRAM

This Memorandum of Agreement is entered into by and between the County of Sonoma, acting through the Permit & Resource Management Department (PRMD), and the City of _____ (City). The parties agree to collaborate on the development and implementation of a Greenhouse Gas Reduction Implementation Program in accordance with the County's grant agreement with the Strategic Growth Council (SGC), attached as Exhibit A.

A. The County was awarded a Grant in the amount of $1.0 million (the "Grant") from the Strategic Growth Council to prepare a coordinated Greenhouse Gas Reduction Implementation Program (GRIP) in conjunction with the Sonoma County Regional Climate Protection Authority (RCPA) and the nine incorporated cities.

B. The County has selected ICF Jones & Stokes, Inc. to act as the Lead Consultant for the GRIP.

C. The RCPA Board of Directors is composed of representatives from the County and the nine incorporated cities in Sonoma County. RCPA administers programs for greenhouse gas reduction programs in Sonoma County and coordinates these programs with the County and the nine incorporated cities, including the City.

D. The County has entered into an agreement with RCPA to provide grant administration, project management and environmental review services for the GRIP. RCPA staff will be the Project Manager and primary contact for this collaborative process and will help to facilitate the interactions among all the jurisdictions, with the Lead Consultant and local community partners.

E. Participation of City planning staff is integral to the success of the GRIP. The GRIP process will result in an implementable Climate Action Plan (CAP) for the City. City staff engagement is needed to give direction on GRIP elements including the CAP, model codebook, implementation tracker and programmatic CEQA document. Additionally, City staff is needed to work with RCPA staff to construct a public outreach plan specific to the City's needs. Ultimately, City staff will bring the GRIP forward as a proposal for local adoption with support from the RCPA and consultant team.

F. The County, RCPA, the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, the town of Windsor, and the Sonoma County Transportation Authority (collectively, "Participating Agencies") have or will enter into a separate *Participating Agencies Memorandum of Agreement regarding the Greenhouse Gas Reduction Implementation Program* for development and implementation of the GRIP.

G. All of the Participating Agencies will be responsible for implementing the GRIP, but no agency involved in the development of the GRIP will be responsible for implementing the entire GRIP. The parties to this agreement agree, and anticipate that the Participating Agencies will agree, that the RCPA should be designated as the appropriate lead agency because it is coordinating the preparation of the GRIP as a whole, and because each of the Participating Agencies, including the City, have appointed representatives that sit on the RCPA Board of Directors. The City will be a Responsible Agency.

H. This Agreement outlines the City's specific role in GRIP development and implementation.

Agreement

1. *City's obligations. City will:*

(a) Perform the tasks outlined in the Scope of Work attached as Exhibit B;

(b) Cooperate with County, County staff, and agencies working on the County's behalf, including RCPA and consultants, in performance of this Agreement; and

(c) Submit timely invoices to the County and RCPA in the form and manner required in Article 3.

2. *County's Obligations. The County will:*

(a) Respond to City requests for information in a timely manner;

(b) Reimburse City as set forth in the attached Exhibit C provided that City timely submits invoices in the form and manner required in Article 3; and

(c) Review and process claims for payment within thirty days of RCPA submission of a cost certification statement that meets County approval, provided that payment under this Agreement does not exceed the amount budgeted in Exhibit C.

3. *Payment*. For all services and incidental costs required hereunder, City shall be paid in accordance with the following terms:

(a) City shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit C, provided, however, that City agrees to perform all budgeted tasks in the Scope of Work for no more than the amount budgeted for those tasks, regardless of whether it takes City more time to complete or costs more than anticipated.

(b) City shall submit its billing invoice in arrears on a monthly basis on the template to be provided to the City. Invoices are to be submitted electronically to GRIP Project Manager, Misty Mersich (mmersich@sctainfo.org) and to County of Sonoma, PRMD Accountant, Alicia Ceniceroz (Alicia.Ceniceroz@sonoma-county.org) within 30 days of the end of each month. Payment will be made 45 days after receipt of invoice.

(c) Retention: As required by the Grant, fifteen percent (15%) of the amounts submitted for reimbursement will be withheld by the County and issued as a final payment 60 days after successful project completion as determined by the County in consultation with RCPA.

(d) Billing invoices shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) the 15% amount to be retained by the County; and (v) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed. Invoices that do not include the above items may be rejected. The City will be provided detailed invoicing procedure instructions and invoice templates.

4. *Term.* The term of this Agreement shall be from March 8, 2013 until March 7, 2016, unless extended by mutual agreement of the parties, or terminated earlier in accordance with the provisions of Article 8 below.

5. *Indemnification.* Each party shall indemnify, defend, hold harmless, and release the other, its officers, agents and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under worker's compensation acts, disability benefit acts, or other employee benefit acts.

6. *Insurance.* The City will provide insurance as specified in Exhibit D. Any consultant contract for services under the Grant must include the insurance requirements as specified in Section II of Exhibit D.

7. *Method and Place of Giving Notice.*

(a) All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail shall be addressed as follows:

TO THE COUNTY: Director
Sonoma County Permit and Resource Management Department
2550 Ventura Avenue
Santa Rosa, CA 95403

TO THE CITY: Insert

When a notice is given by a generally recognized overnight courier service, the notice, shall be deemed received on the next business day. When a copy of a notice is sent by facsimile, the notice or bill shall be deemed received upon transmission as long as (1) the original copy of the notice is promptly deposited in the U.S. Mail, (2) the sender has a written confirmation of the fax transaction, and (3) the fax is transmitted before 6 p.m. (recipient's time). In all other instances, notices shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

8. *Termination.*

(a) Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right in its sole discretion to terminate this Agreement by giving thirty (30) days written notice to the other party.

(b) Termination for Cause. Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the other party may immediately terminate this Agreement by giving written notice of such termination, stating the reason for such termination.

9. *Document Sharing.*

(a) The parties will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created or utilized for the GRIP in

confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such document in the event that the parties share said documents with each other.

(b) The parties will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the GRIP without the written consent of the party authorized to release them, unless required or authorized to do so by law.

(c) If any party receives a public records request pertaining to the GRIP, that party will notify the other party within five (5) working days of receipt and make party aware of any disclosed public records. The parties will consult with each other prior to the release of any public documents related to the GRIP and provided by the other party.

(d) The parties, together with the other Participating Agencies, have or will enter into a separate *Participating Agencies Memorandum of Agreement regarding the Greenhouse Gas Reduction Implementation Program* that will supplement or supercede this Section 9.

10. *Miscellaneous Provisions*

(a) No Waiver of Breach. The waiver by the RCPA or the County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term of promise contained in this Agreement.

(b) 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. The County and the RCPA Acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement. All parties shall be deemed the author of this agreement, and the canon of construction that contracts are construed against the drafter shall not be utilized in construing this agreement.

(c) Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

(d) No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties to not intend to create any rights in third parties.

(e) 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.

(f) Time is of the Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be

deemed to be an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date shown below

COUNTY: PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

By: _____
Pete Parkinson, Director

Date: _____

APPROVED AS TO FORM BY
COUNTY COUNSEL FOR COUNTY:

By:_____

Date: _____

CITY: CITY OF _____

By: _____

Date: _____

EXHIBIT A

[Grant Agreement]

EXHIBIT B

[Scope of Work]

EXHIBIT C

[Jurisdiction Specific Budget]

Name:

City/Town of Sonoma

	PERSONNEL Name	Title	Hourly Rate	# of Hours	(F*G) Salary	Benefits	(H+I) Total	DOC Grant	Funding Sources Cash	In-Kind
Community-wide Greenhouse Gas Implementation Program	David Goodison	Planning Director	58	80	$4,661	$1,398	$6,059	$6,059	$0	$0
	Wendy Atkins	Associate Planner	42	355	$14,995	$4,499	$19,494	$19,494	$0	$0
Task 3: GRIP Community Public Outreach, Stakeholder Engagement and Local Adoption	David Goodison	Planning Director	58	52	$3,043	$913	$3,956	$3,956	$0	$0
	Wendy Atkins	Associate Planner	42	100	$4,224	$1,267	$5,491	$5,491	$0	$0
	Total Salaries			**587**	**$26,923**	**$8,077**	**$35,000**	**$35,000**	**$0**	**$0**
	SUPPLIES									
	supplies (printing, paper)									
						Totals	0	0	0	0
	MEETINGS, WORKSHOPS									
	Public Outreach Meetings									
						Totals	0	0	0	0
	OTHER									
						Totals	0	0	0	0
	TRAVEL									
	Travel to meetings, workshops (.55/mile)									
						Totals	0	0	0	0
	EQUIPMENT									
						Totals	0	0	0	0
						Grand Total	**35,000**	**35,000**	**0**	**0**

EXHIBIT D

Section I – Insurance to be maintained by City

With respect to this Agreement, City shall maintain insurance and/or self-insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **b.** Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   - **c.** *Required Evidence of Insurance*: Certificate of Insurance.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
   - **b.** Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance.
   - **c.** Any deductible or self-insured retention shall be shown on the Certificate of Insurance. City is responsible for its own self-insured retention and shall fund such self-insured retention upon written request by the County, regardless of whether that party has a claim against its insurance or is named as a party in any action involving the other.
   - **d.** City's policy shall include an endorsement naming the County of Sonoma, its officers, agents and employees, as additional insureds for liability arising out of operations by or on behalf of City with respect to the performance of this Agreement.
   - **e.** The City's policy shall include an endorsement naming the State of California, its officers, agents, employees, and servants as additional insureds.
   - **f.** The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by the additional insureds.
   - **g.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
   - **h.** The policy shall cover inter-insured suits between County and City and include a "separation of insureds" or "severability" clause which treats each insured separately.
   - **i.** *Required Evidence of Insurance:*
     - **i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
     - **ii.** Certificate of Insurance.

3. **Automobile Liability Insurance**

a. Minimum Limits: $1,000,000 combined single limit per accident.

b. Insurance shall apply to all owned autos. If City currently owns no autos, City agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall apply to hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. **Public Officials Errors and Omissions Insurance**
   a. Minimum Limit: $1,000,000 per wrongful act.
   b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance.
   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of this Agreement.
   d. *Required Evidence of Insurance*: Certificate of Insurance.

5. **Standards for Insurance Companies**

Commercial Insurers shall have an A.M. Best's rating of at least A:VII.

6. **Documentation**
   a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. The City agrees to maintain current Evidence of Insurance on file with the County for the entire term of this Agreement.
   b. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   c. The parties shall provide each other with immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

7. **Policy Obligations**

The parties' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be maintained by consultants under the Grant

The Insurance Exhibit below shall be attached to all consultant contracts under the Grant.

Exhibit _____

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. **Workers Compensation and Employers Liability Insurance**
   a. Required if Consultant has employees.
   b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   c. Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
   d. *Required Evidence of Insurance*: Certificate of Insurance.

If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

d. The County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement (Insurance Services Office endorsement CG 20 10 or equivalent).

e. The State of California, its officers, agents, employees and servants; the Sonoma County Regional Climate Protection Authority and the Cities and Towns represented by the RCPA Board of Directors, their officers, agents and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant (Insurance Services Office endorsement CG 20 26 or equivalent. Endorsement CG 20 10 or equivalent is NOT acceptable.)

f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).

h. The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

i. *Required Evidence of Insurance:*

- **i.** Copy of the additional insured endorsement or policy language granting additional insured status; and
- **ii.** Certificate of Insurance.

3. Automobile Liability Insurance

a. Minimum Limits: $1,000,000 combined single limit per accident.

b. Insurance shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall apply to hired and non-owned autos.

d. *Required Evidence of Insurance*: Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per occurrence.

b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by County.

c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. *Required Evidence of Insurance*: Certificate of Insurance.

5. Standards for Insurance Companies

Insurers shall have an A.M. Best's rating of at least A:VII.

6. Documentation

a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
c. Required Evidence of Insurance shall be submitted to: [insert exact name and address].
d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 5D

Meeting Date: 05/20/2013

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Second Reading and adoption of an ordinance amending Chapter 10.48 of the Sonoma Municipal Code relating to the regulation of parking on City streets.

Summary

At the April 15, 2013 City Council meeting, the City Council voted unanimously to change the two-hour parking limit to three hours in all applicable locations. This ordinance was introduced at the May 6, 2013 Council meeting rescinding sections of the Municipal Code pertaining to parking time limits on certain City streets and authorizing them to be established by resolution. The ordinance also rescinds §10.48.240 of the Municipal Code which prohibits parking on any City street for more than 30 minutes between 2 a.m. and 4 a.m. on any day at the suggestion of the Police Chief.

The two-hour parking restrictions rescinded by this ordinance will be changed to three hours and established by the adoption of a resolution, which will have the same effective date as the adopted ordinance.

Recommended Council Action

Adopt the ordinance.

Alternative Actions

Do not adopt the ordinance.

Request modifications to the ordinance.

Financial Impact

None.

Environmental Review

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

Status

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

Attachments:

Ordinance

cc:

CITY OF SONOMA

ORDINANCE NO. xx - 2013

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA AMENDING CHAPTER 10.48 OF THE SONOMA MUNICIPAL CODE RELATING TO THE REGULATION OF PARKING ON CITY STREETS

WHEREAS, §10.48.190 and §10.48.195 of the Sonoma Municipal Code establish two-hour parking restrictions on certain streets within the City of Sonoma; and

WHEREAS, §10.48.240 prohibits the stopping, standing or parking a vehicle on any street for a period longer than thirty minutes between the hours of 2:00 a.m. and 4:00 a.m. of any day; and

WHEREAS, pursuant to California Vehicle Code §22507, the City Council may prohibit or restrict the stopping, parking, or standing of vehicles on certain streets or highways or portions there during all or certain hours of the day by either ordinance or resolution; and

WHEREAS, the City Council desires to establish parking restrictions by resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SONOMA DOES ORDAIN AS FOLLOWS:

Section 1. §10.48.190 is hereby amended to read as follows:

10.48.190 Regulation of parking by resolution.

The City Council may, by resolution, regulate parking upon any street or highway of the City, including the determination and designation of parking time limits, and is authorized and directed, in the event of the adoption of any such resolution pursuant hereto, to place, paint and maintain or cause to be placed, painted or maintained the necessary signs, markers or painted curbs that may be required by the provisions of the Vehicle Code of the state.

Section 2. §10.48.195 and §10.48.240 are hereby rescinded in their entirety.

Section 3. Effective Date.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Sonoma this _____ day of _____ 2013.

_____
Ken Brown, Mayor

ATTEST:

_____
Gay Johann, City Clerk

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

I, Gay Johann, City Clerk of the City of Sonoma, do hereby certify that the foregoing ordinance was adopted on the _____ day of _____ 2013 by the following vote:

AYES:
NOES:
ABSENT:

_____
Gay Johann, City Clerk

CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 5E

Meeting Date: 05/20/2013

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Adoption of a resolution establishing parking regulations on City streets and for Electric Charging Stations.

Summary

At the April 15, 2013 City Council meeting, the City Council voted unanimously to change the two-hour parking limit to three hours in all applicable locations. An ordinance was introduced at the May 6, 2013 Council meeting rescinding sections of the Municipal Code pertaining to parking time limits on certain City streets and authorizing them to be established by resolution and is on the May 20, 2013 agenda for adoption.

This resolution will establish a three-hour parking limit in all locations that previously had a two-hour limit. It also establishes, at the request of the Police Chief, a four-hour parking limit for the Electric Vehicle Charging stations located in the East Napa Street public parking lot. The Electric Vehicle Charging stations were established by Resolution No. 09-2013, a copy of which is attached.

Adoption of this resolution is contingent upon adoption of the ordinance rescinding the parking regulations. If both are adopted at this meeting, they will go into effect on June 29, 2013.

Recommended Council Action

Adopt the resolution.

Alternative Actions

If the Council does not adopt the ordinance rescinding the existing parking regulations, it should not adopt the resolution.

Financial Impact

The estimated cost of decals to modify the existing signage is $680.

Environmental Review	**Status**
☐ Environmental Impact Report	☐ Approved/Certified
☐ Negative Declaration	☐ No Action Required
☐ Exempt	☐ Action Requested
☒ Not Applicable	

Attachments:

Resolution

Resolution establishing the Electric Vehicle Parking Stations

cc:

CITY OF SONOMA

RESOLUTION NO. __ - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ESTABLISHING PARKING REGULATIONS ON CITY STREETS AND FOR ELECTRIC CHARGING STATIONS

WHEREAS, California Vehicle Code §22507 (a) allows public agencies to prohibit or restrict the stopping parking or standing of vehicles on certain streets or highways, during all or certain hours of the day; and

WHEREAS, pursuant to Sonoma Municipal Code §10.48.190, the City Council may establish parking regulations, including the determination and designation of parking time limits, upon any street or highway or public parking lot of the City by resolution; and

WHEREAS, the City Council desires to change the two-hour parking restrictions as previously included in the Sonoma Municipal Code to three-hour parking; and

WHEREAS, the City Council adopted Resolution Number 09-2013 on February 11, 2013 designating parking spaces within the Public Parking Lot located on East Napa Street behind 152-156 East Napa Street as Electric Vehicle Charging Stations and desires to establish a four-hour parking limit for said Charging Stations.

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

Section 1. Three-hour parking during certain hours.

Parking shall be restricted to no more than three hours between the hours of 9:00 a.m. and 5:00 p.m. on any day except Sunday at the following locations:

A. On the east side of First Street West between West Spain Street and McDonell Street;

B. On First Street East between East Spain Street and Patten Street;

C. On both sides of Broadway between Napa Street and Patten Street and on the west side of Broadway between Patten Street and Maple Street;

D. On West Spain Street and East Spain Street between First Street West and First Street East;

E. On the south side of West Spain Street from First Street West to 50 feet west of the alley west of First Street West;

F. On the north side of West Spain Street from First Street West to 368 feet west of the west curbline of First Street West;

G. On the south side of East Spain Street from First Street East to 305 feet east of the east curbline of First Street East;

H. On West Napa Street and East Napa Street from Second Street West to 315 feet east of the east curbline of First Street East;

I. On McDonell Street between First Street West and Broadway;

J. On the west side of First Street East from East Spain Street to 170 feet north of the north curbline of East Spain Street;

K. On the west side of First Street West from West Spain Street to 609 feet south of the south curbline of West Napa Street;

L. On the south side of East MacArthur Street from Broadway to the westerly end of the Nathanson Creek bridge, a distance of 485 feet.

Section 2. Three-hour parking at all times.

Parking shall be restricted to no more than three hours at all times except by permit as provided in SMC 10.48.260 at the following locations:

A. On Church Street from Second Street West to the easterly end of Church Street at its intersection with an alley running between Church Street and West Spain Street;

B. On Andrieux Street from 345 feet west of the west curbline of Fourth Street West to 335 feet east of the east curbline of Third Street West except the south side of Andrieux Street between Third Street West and Fourth Street West;

C. On Bettencourt Street from the west right-of-way line of Hayes Street to 335 feet east of the east curbline of Third Street West except the north side of Bettencourt Street between Third Street West and Fourth Street West;

D. On Third Street West from Perkins Street to 130 feet south of the south curbline of Bettencourt Street except the west side of Third Street West between Andrieux Street and Bettencourt Street and the east side of Third Street West from Bettencourt Street to 130 feet south of the south curb line of Bettencourt Street;

E. On the west side of Fourth Street West from Andrieux Street to 130 feet south of the south curb of Bettencourt Street;

F. On the east side of Fourth Street West from Bettencourt Street to 130 feet south of the south curb of Bettencourt Street;

G. On Second Street West from West Spain Street to West Napa Street.

Section 3. Four-hour parking for Electric Vehicle Charging Stations

Parking shall be restricted to no more than four hours in the Electric Vehicle Charging Stations located within the Public Parking Lot located on East Napa Street behind 152-156 East Napa Street.

Section 4. Effective Date.

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

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

AYES:
NOES:
ABSENT:

_____
Ken Brown, Mayor

ATTEST:

_____
Gay Johann, City Clerk

CITY OF SONOMA

RESOLUTION NO. 09 - 2013

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA DESIGNATING CERTAIN ELECTRIC VEHICLE PARKING STATIONS AND AMENDING THE SCHEDULE OF PARKING FINES AND PENALTIES BY THE ADDITION OF A FINE FOR PARKING ILLEGALLY IN AN ELECTRIC VEHICLE CHARGING STATION

WHEREAS, Vehicle Code Section 40200.3 authorizes the City of Sonoma to recover administrative fees, process service fees and collection costs related to civil debt collection, late payment penalties and other related charges; and

WHEREAS, California Vehicle code Section 40203.5 provides for cities to establish the amount of parking fines, and

WHEREAS, a schedule of parking fines and penalties was previously adopted by Resolution No. 31-2009 on August 19, 2009; and

WHEREAS, in October 2011, the Governor of California signed AB 475 (Butler) that restricts the use of spaces designated for EV charging to only those vehicles that have established a connection for electric charging purposes; and

WHEREAS, on January 1, 2012, Section 22511.1 of the California Vehicle Code went into effect, which states: *(a) A person shall not park or leave standing a vehicle in a stall or space designated pursuant to Section 22511 unless the vehicle is connected for electric charging purposes. (b) A person shall not obstruct, block, or otherwise bar access to parking stalls or spaces described in subdivision (a) except as provided in subdivision (a); and*

NOW THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of Sonoma, that:

1. Resolution No. 31-2009 is hereby rescinded in its entirety.
2. Parking spaces identified as such by proper signage and located within the Public Parking Lot located on East Napa Street are hereby designated as Electric Vehicle Charging Stations.
3. The fine for violation of section 22511.1 VC is hereby established at $100.
4. The Schedule of Parking Fines and Penalties which has been amended to include Number 2 above and as set forth in Exhibit "A" attached hereto and incorporated herein by this reference is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Sonoma on the 11th day of February 2013 by the following vote:

AYES: Barbose, Rouse, Cook, Gallian, Brown
NOES: None
ABSENT: None

Ken Brown, Mayor

ATTEST:

Gay Johann, City Clerk

City of Sonoma
Parking Fine Schedule
updated 2/11/13

Sonoma Municipal Code	California Vehicle Code	Description	Current Minimum Fine	Late Penalty Fine	Delinquent Penalty Fee
10.48.040		No parking area--red zone	$60.00	$90.00	$110.00
10.48.041		Limited parking at City Hall grounds/Plaza	$40.00	$60.00	$80.00
10.48.043		Vehicle > 6' height-parking or standing w/in 100' intersection	$60.00	$90.00	$110.00
10.48.050		Use of streets for storage of vehicles prohibited (72 hr vio)	$143.00	$215.00	$235.00
10.48.060		Parking for demonstration	$40.00	$60.00	$80.00
10.48.070		Repairing or greasing vehicle on public street	$40.00	$60.00	$80.00
10.48.080		Washing or polishing vehicles	$40.00	$60.00	$80.00
10.48.090		Parking adjacent to schools	$40.00	$60.00	$80.00
10.48.100		Parking prohibited on narrow streets	$40.00	$60.00	$80.00
10.48.110		Parking on grades	$40.00	$60.00	$80.00
10.48.120		Unlawful parking--peddlars, vendors	$40.00	$60.00	$80.00
10.48.130		Emergency parking signs	$40.00	$60.00	$80.00
10.48.160		Green curbs-24 minute parking	$40.00	$60.00	$80.00
10.48.190		2 hour parking during certain hours	$40.00	$60.00	$80.00
10.48.195		2 hour parking at all times	$40.00	$60.00	$80.00
10.48.200		Parking more than 18" from curb	$40.00	$60.00	$80.00
10.48.210		Diagonal parking	$40.00	$60.00	$80.00
10.48.220		Parking within the designated space	$40.00	$60.00	$80.00
10.48.230		No stopping zones	$40.00	$60.00	$80.00
10.48.240		All night parking prohibited	$40.00	$60.00	$80.00
10.52.020		Loading/unloading zone	$40.00	$60.00	$80.00
	5200	Missing license plate (front/back)	$40.00	$60.00	$80.00
	5204	Current registration tabs not displayed/expired	$40.00	$60.00	$80.00
	21211(b)	Obstruction of bikeways or paths	$143.00	$215.00	$235.00
	22500(a)	Within an intersection	$60.00	$90.00	$110.00
	22500(b)	In a crosswalk	$60.00	$90.00	$110.00
	22500(d)	Within 15 feet of a driveway entrance to fire department	$60.00	$90.00	$110.00
	22500(e)	Blocking a driveway	$60.00	$90.00	$110.00
	22500(f)	Parked on any portion of a sidewalk	$60.00	$90.00	$110.00
	22500(g)	Obstructing traffic	$60.00	$90.00	$110.00
	22500(h)	Double parking	$60.00	$90.00	$110.00
	22500(i)	Alongside a curb marked as a bus stop	$350.00	$425.00	$445.00
	22500(l)	Blocking wheelchair access to sidewalk	$350.00	$425.00	$445.00
	22500.1	Within a designated fire lane	$60.00	$90.00	$110.00
	22502(a)	Parked wrong way	$60.00	$90.00	$110.00
	22507.8(a)	Disabled placard not displayed	$350.00	$425.00	$445.00
	22507.8(b)	Obstruct/Block disabled parking stall--Blue zone	$350.00	$425.00	$445.00
	22507.8(c)	Obstruct/Block disabled parking loading zone--crosshatch	$350.00	$425.00	$445.00
	22511.1	Parking in Electric Vehicle Charging Station	$100.00	$150.00	$175.00
	22514	Fire hydrant	$60.00	$90.00	$110.00
	22515	Unattended vehicle; brake not set	$40.00	$60.00	$80.00
	22516	Locked vehicle; persons unable to escape	$143.00	$215.00	$235.00
	22522	Parking near designated sidewalk access ramps	$350.00	$425.00	$445.00

CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: **5F**

Meeting Date: **05/20/2013**

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Adoption of a resolution establishing a schedule of parking fines and penalties.

Summary

The previous two Consent Calendar items (5D & 5E) effectuate changes to the City's parking regulations which necessitate a revision to the City's schedule of parking fines and penalties. This resolution amends the parking fines and penalties to reflect those changes with an effective date of June 29, 2013.

Recommended Council Action

Adopt the resolution.

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. 19 - 2013

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ESTABLISHING A SCHEDULE OF PARKING FINES AND PENALTIES

WHEREAS, Vehicle Code Section 40200.3 authorizes the City of Sonoma to recover administrative fees, process service fees and collection costs related to civil debt collection, late payment penalties and other related charges; and

WHEREAS, California Vehicle code Section 40203.5 provides for cities to establish the amount of parking fines, and

WHEREAS, a schedule of parking fines and penalties was previously adopted by Resolution No. 31-2009 on August 19, 2009 and amended by Resolution No. 09-2013 on February 11, 2013; and

WHEREAS, the City Council has adopted a resolution changing the two-hour parking limit to three hours.

NOW THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of Sonoma, that:

1. Resolution No. 09-2013 is hereby rescinded in its entirety.
2. The Schedule of Parking Fines and Penalties as set forth in Exhibit "A" attached hereto and incorporated herein by this reference is hereby approved.
3. This resolution shall become effective thirty (30) days from and after the date of its passage.

PASSED AND ADOPTED by the City Council of the City of Sonoma on the 20th day of June 2013 by the following vote:

AYES:
NOES:
ABSENT:

_____
Ken Brown, Mayor

ATTEST:

_____
Gay Johann, City Clerk

Exhibit A

		City of Sonoma			
		Parking Fine Schedule			
		Effective June 29, 2013			
Sonoma	**California**	**Description**	**Current**	**Late**	**Delinquent**
Municipal	**Vehicle**		**Minimum**	**Penalty**	**Penalty**
Code	**Code**		**Fine**	**Fine**	**Fee**
10.48.040		No parking area--red zone	$60.00	$90.00	$110.00
10.48.041		Limited parking at City Hall grounds/Plaza	$40.00	$60.00	$80.00
10.48.043		Vehicle > 6' height-parking or standing w/in 100' intersection	$60.00	$90.00	$110.00
10.48.050		Use of streets for storage of vehicles prohibited (72 hr vio)	$143.00	$215.00	$235.00
10.48.060		Parking for demonstration	$40.00	$60.00	$80.00
10.48.070		Repairing or greasing vehicle on public street	$40.00	$60.00	$80.00
10.48.080		Washing or polishing vehicles	$40.00	$60.00	$80.00
10.48.090		Parking adjacent to schools	$40.00	$60.00	$80.00
10.48.100		Parking prohibited on narrow streets	$40.00	$60.00	$80.00
10.48.110		Parking on grades	$40.00	$60.00	$80.00
10.48.120		Unlawful parking--peddlars, vendors	$40.00	$60.00	$80.00
10.48.130		Emergency parking signs	$40.00	$60.00	$80.00
10.48.160		Green curbs-24 minute parking	$40.00	$60.00	$80.00
~~10.48.190~~ Res. No. 18-2013		~~2~~ 3 hour parking during certain hours	$40.00	$60.00	$80.00
~~10.48.195~~ Res. No. 18-2013		~~2~~ 3 hour parking at all times	$40.00	$60.00	$80.00
10.48.200		Parking more than 18" from curb	$40.00	$60.00	$80.00
10.48.210		Diagonal parking	$40.00	$60.00	$80.00
10.48.220		Parking within the designated space	$40.00	$60.00	$80.00
10.48.230		No stopping zones	$40.00	$60.00	$80.00
~~10.48.240~~		~~All night parking prohibited~~	~~$40.00~~	~~$60.00~~	~~$80.00~~
10.52.020		Loading/unloading zone	$40.00	$60.00	$80.00
	5200	Missing license plate (front/back)	$40.00	$60.00	$80.00
	5204	Current registration tabs not displayed/expired	$40.00	$60.00	$80.00
	21211(b)	Obstruction of bikeways or paths	$143.00	$215.00	$235.00
	22500(a)	Within an intersection	$60.00	$90.00	$110.00
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	22500(d)	Within 15 feet of a driveway entrance to fire department	$60.00	$90.00	$110.00
	22500(e)	Blocking a driveway	$60.00	$90.00	$110.00
	22500(f)	Parked on any portion of a sidewalk	$60.00	$90.00	$110.00
	22500(g)	Obstructing traffic	$60.00	$90.00	$110.00
	22500(h)	Double parking	$60.00	$90.00	$110.00
	22500(i)	Alongside a curb marked as a bus stop	$350.00	$425.00	$445.00
	22500(l)	Blocking wheelchair access to sidewalk	$350.00	$425.00	$445.00
	22500.1	Within a designated fire lane	$60.00	$90.00	$110.00
	22502(a)	Parked wrong way	$60.00	$90.00	$110.00
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	22511.1	Parking in Electric Vehicle Charging Station	$100.00	$150.00	$175.00
	22514	Fire hydrant	$60.00	$90.00	$110.00
	22515	Unattended vehicle; brake not set	$40.00	$60.00	$80.00
	22516	Locked vehicle; persons unable to escape	$143.00	$215.00	$235.00
	22522	Parking near designated sidewalk access ramps	$350.00	$425.00	$445.00

CITY OF SONOMA
City Council/Successor Agency
Agenda Item Summary

City Council Agenda Item: **6A**

Meeting Date: **05/20/2013**

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Approval of the portions of the Minutes of the May 6, 2013 City Council / Successor Agency Meeting 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: **05/20/2013**

Department	**Staff Contact**
Public Works	Stormwater Coordinator, Atkins

Agenda Item Title

Discussion and possible action regarding the new NPDES Permit, including consideration of a resolution authorizing the City Manager to apply for coverage under the State Water Resources Control Board's Phase II Small Municipal Separate Storm Sewer Systems (MS4) General Permit.

Summary

On February 5, 2013, The State Water Resources Board adopted Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (General Permit).

Additional staffing and budget will be proposed in the FY13/14 budget process to begin implementation of the new permit requirements. The State, however, has not finalized the permit language and reporting requirements. Most significantly, the State is considering new requirements to the Trash Reduction Program component of the permit that would likely become effective at some point during the course of the five-year permit term. The additional staffing and budget recommended herein would not be sufficient to comply with the new requirements as currently proposed.

It is our intention to return to the City Council next spring with an update on permit implementation and address at that time potential additional budget and staffing needs that may be necessitated as the permit requirements continue to evolve and increase.

The new permit requires the implementation of over 30 new tasks over the next two years with broad regulatory and monitoring requirements required of the City of Sonoma.

In addition to the Stormwater Division, permit implementation also involves participation from existing staff in the Planning and Building Departments and Parks, Streets, and Engineering divisions. Our communication with these departments has been ongoing regarding both existing and new permit requirements.

NOTE: Addressing the new Stormwater Program's additional requirements is on the list of adopted 2013-14 Council Goals.

Recommended Council Action

Receive presentation, ask questions of staff, and adopt the resolution authorizing the City Manager to apply for coverage under the State Water Resources Control Board's Phase II Small Municipal Separate Storm Sewer Systems (MS4) General Permit.

Alternative Actions

Direct amendments to the resolution.

Financial Impact

The full extent of the NPDES Permit financial impacts on the City are unknown at this time. The first year additional financial impacts are estimated at $74,337. It is anticipated that each year of the permit will facilitate additional financial impacts.

Environmental Review	**Status**
☐ Environmental Impact Report	☐ Approved/Certified
☐ Negative Declaration	☒ No Action Required
☐ Exempt	☐ Action Requested
☐ Not Applicable	

Attachments:

1. Supplemental Report
2. Resolution

cc:

SUPPLEMENTAL REPORT

Discussion and possible action regarding the new NPDES Permit, including consideration of a resolution.

For the City Council Meeting of May 20, 2013

BACKGROUND

On February 5, 2013, the State Water Resources Control Board adopted Order No. 2013-0001-DWQ National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000004 Waste Discharge Requirements (WDRs) for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems (MS4s) (General Permit).

The U.S. Environmental Protection Agency (EPA), under the Clean Water Act, requires local governments to obtain coverage under a National Pollutant Discharge Elimination System (NPDES) permit in order to discharge stormwater from small municipally-owned stormwater conveyance systems to waters of the United States. In California, the U.S. EPA delegates NPDES permitting authority to the California State Water Resources Control Board (State Board). In the Bay Area, the San Francisco Bay Regional Water Quality Control Board (Regional Board) is the Phase II Permit local enforcement authority. All California municipalities with a population of less than 100,000 are covered by this Phase II permit.

The 2013 permit states that local jurisdictions are still subject to the 2003 provisions until specific new 2013 permit requirements supersede equivalent 2003 provisions. A Stormwater Management Plan was prepared to comply with the 2003 permit provisions and it will continue to serve as a foundation for complying with the new permit and will serve as a template for development of a new implementation plan.

Stormwater staff and the City Council provided comments to the State Board during the permit revision and promulgation process. The City Council authorized the City Manager to sign letters to the State Board on July 16, 2012, requesting more flexibility in the permit language to support implementation and prioritization by region and to include requirements that can be implemented with existing City resources or provide an alternative funding mechanism to support implementation. While the State Board did modify the compliance timelines to give municipalities an additional year or two and eliminated some of the more onerous inspection requirements, the request to prioritize based on local issues was not explicitly addressed in the 2013 permit. The State Board provides no funding or financial mechanism to cover the cost of compliance.

The City's Stormwater Coordinator takes the lead in coordinating permit implementation, training and compliance. Several other City Departments and Divisions play a significant and expanding role in meeting the requirements of the new stormwater permit including Parks, Streets, City Engineer, Planning, and Building. Communication with these departments has been ongoing regarding both existing and new permit requirements.

SUMMARY

Staff presented an overview of the draft Phase II Stormwater Permit requirements at the July 16, 2012, City Council meeting. This permit regulates the discharge of stormwater into "the waters of the United States" – essentially any watercourse or body of water. The new permit will be in effect for a period of five years beginning July 1, 2013, and will ultimately replace the existing permit the City has been covered under since 2003.

The new permit requires the implementation of over 30 new tasks over the next two years with broad regulatory and monitoring requirements required of the City of Sonoma.

Overview of the new permit requirements include:

- Establishing an expanded education and outreach program, using public surveys, with potential costs to the City of up to $23,000 over the five year permit term.
- Implementing a stormwater outfall discharge monitoring program to include approximately 88 outfalls within the City. The permit requires <u>all</u> municipally operated outfalls to be photographed in the field by City staff and mapped, and the discharges tested for pollutants when flow is present during dry weather.
- All municipally owned facilities, including parks, must have a stormwater plan, must be inspected by City staff by 2015, and must be continuously monitored for implementation of best management practices.
- New monitoring is required associated with Urban Creek Pesticide Total Maximum Daily Load (TMDL) compliance.
- More detailed review and tracking of private and public construction projects is required. Projects of certain categories – such as a private and public projects that add or replace 5,000 square feet of impervious surface – must install permanent stormwater treatment facilities that require verification of effective operation and maintenance *for the life of the facility*. This requirement could add a significant additional cost to the project.
- All projects (regardless of size) that disturb soil shall be required to submit an erosion and control plan subject to staff review and written approval and shall be subject to City inspections.
- A new Trash Reduction Program is currently under consideration by the State for inclusion into the stormwater permit. The new requirements as currently envisioned will require a significant reduction of trash discharging from the City's storm water system. Given that the Trash Reduction Program has not yet been adopted for inclusion in the NPDES general permit, staff has not included new staffing and budget recommendations that would be needed to implement the future Trash Reduction Program.

Additional staffing and budget will be proposed in the FY13/14 budget process to begin implementation of the new permit requirements. The State, however, has not finalized the permit language and reporting requirements. Most significantly, the State is considering new requirements to the Trash Reduction Program component of the permit that would likely become effective at some point during the course of the five-year permit term. The additional staffing and budget recommended herein would not be sufficient to comply with the new requirements as currently proposed.

It is our intention to return to the City Council next spring with an update on permit implementation and address at that time potential additional staffing needs that may be necessitated as the permit requirements continue to evolve and increase.

STAFFING AND OTHER PROGRAM COSTS

The current Stormwater budget is $29,000 annually, excluding staff costs and implementation costs. The Stormwater Coordinator is provided eight hours a week and the Part-Time Parks Maintenance Works is provided ten hours per week to work on Stormwater activities. Additional staff support is provided by the Public Works, Planning, and Building Departments and is supplemented by work done by consultants. As summarized in the attached Stormwater Program Staffing and Costs chart, the total probable 2012-2013 program costs are $97,046 and the total probable 2013-2014 programs costs are $171,383.

Staff will return to the City Council next spring to report on the status of compliance and on progress with managing implementation of the new permit requirements. Staff will use the first year of compliance and feedback from the Regional Board to assess performance and staffing needs.

Although staff cannot predict what future actions the State Board may take, it is unlikely that these permit requirements will be relaxed, regardless of actual water quality improvements. We should expect that increase staffing and budget levels would be needed beyond 2018 and that additional staff will be required in future years.

A copy of the latest version of the Phase II Permit is attached and is available on the City of Sonoma webpage at:
http://www.sonomacity.org/default.aspx?PageId=44.

The purpose of the resolution is to provide transparency with regard to the new Stormwater regulations, to authorize the City Manager to sign the Notice of Intent as the Legally Responsible Person, and authorize the City Manager to assign one or more Duly Authorized Representatives to certify and submit annual reports on behalf of the City Manager.

STAFF RECOMENEDATION:

Adopt the attached resolution authorizing the City Manager to submit the appropriate application to the State Water Resources Control Board for coverage under the Phase II General Stormwater Permit on behalf of the City of Sonoma, as well as other required administrative functions and filing fees.

ALTERNATIVES

The alternative to adopting the draft resolution consists of non-compliance with State Water Resources Control Board Order No. 2013-0001-DWQ, which could lead to administrative civil liabilities and subject the City to third party lawsuits.

Current (2012-13) Stormwater Program Staffing and Costs

	Approximate Annual Hours	Approximate Labor Costs
Stormwater Coordinator	416	$24,960.00
Part-Time Parks Maintenance Worker	260	$5,978.00
City Engineer / PW Director	40	$2,620.00
Parks Division		
Streets Division	754	$22,228.00
Water Division		
Building Department	20	$1,200.00
Planning Department	5	$300.00
Consultants		$10,760.00
Total Approx. Labor Costs		$57,286.00
Other Implementation Costs		$10,760.00
Stormwater Budget		$29,000
Total Probable (2012-13) Program Costs		$97,046.00

Projected (2013-14) Stormwater Program Staffing and Costs

	Approximate Annual Hours	Approximate Labor Costs
Stormwater Coordinator	584	$35,040.00
Part-Time Parks Maintenance Worker	520	$11,196.00
City Engineer / PW Director	72	$12,240.00
Parks Division		
Streets Division	754	$22,228.00
Water Division		
Building Department	134	$8,040.00
Planning Department	119	$7,140.00
Consultants		$20,760.00
Total Approx. Labor Costs		$95,884.00
Other Implementation Costs		$20,760.00
Proposed Stormwater Budget		$54,739.00
Total Probable (2013-14) Program Costs		$171,383.00

Total Probable Program Costs Increase: $74,337.00

CITY OF SONOMA

RESOLUTION NO. xx - 2013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA AUTHORIZING THE CITY MANAGER TO APPLY FOR COVERAGE UNDER THE STATE WATER RESOURCES CONTROL BOARD'S PHASE II SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4) GENERAL PERMIT

WHEREAS, the Federal Clean Water Act (CWA) establishes the basic structure for regulating discharges of pollutants into waters of the United States; and

WHEREAS, the CWA was amended in 1987 to address nonpoint source pollution, thereby requiring the U.S. Environmental Protection Agency (EPA) to issue National Pollutant Discharge Elimination System (NPDES) permits for stormwater discharges; and

WHEREAS, on December 8, 1999, U.S. Environmental Protection Agency (EPA) promulgated regulations under the authority of the CWA establishing Phase II of the NPDES stormwater program, thereby requiring municipalities serving populations less than 100,000 to implement a stormwater management program as a means to control polluted discharges from their municipal separate storm sewer systems; and

WHEREAS, the U.S. EPA delegates NPDES permitting authority to the California State Water Resources Control Board (State Board); and

WHEREAS, on April 30, 2003, the State Board adopted Water Quality Order No. 2003-005-DWQ, NPDES General Permit CAS000004 Waste Discharge Requirements for Storm Water Discharges from Small Municipal Separate Storm Sewer Systems ("Phase II Permit") to comply with Clean Water Act; and

WHEREAS, in 2003, the City of Sonoma applied for and obtained coverage for City of Sonoma under the State Board's Phase II Permit; and

WHEREAS, the City of Sonoma is currently covered by the State Board's 2003 Phase II Permit; and

WHEREAS, on February 5, 2013, the State Board adopted a revised Phase II Permit, which goes into effect on July 1, 2013; and

WHEREAS, the City of Sonoma is required to apply for coverage under the new Phase II Permit by the effective date of the Permit; and

WHEREAS, the application for coverage, known as the Notice of Intent (NOI), must be signed by a Legally Responsible Person (LRP) who is an executive officer or ranking elected official of the designated municipality; and

WHEREAS, the LRP is responsible for reviewing, validating and certifying the NOI for accuracy and correctness and submitting it electronically using the Storm Water Multi-Application, Reporting, and Tracking System (SMARTS) by July 1, 2013; and

WHEREAS, the applicable NPDES permit fee, jurisdiction boundary map, and guidance document noting overall program planning and identification of all Permit requirements and responsible implementing parties must be submitted with the NOI; and

WHEREAS, through the SMARTS application process the LRP may assign one or more Duly Authorized Representatives (DARs) to certify and submit annual reports on behalf of the LRP.

NOW, THEREFORE, BE IT RESOLVED that the City of Sonoma hereby:

1. *Authorizes the City Manager to serve as the Legally Responsible Person (LRP) and to apply for coverage under the Phase II Permit on behalf of the City of Sonoma, by electronically submitting a Notice of Intent via SMARTS. This authorization extends to other actions that may be necessary to complete and submit the NOI.*

2. *Authorizes the City Manager to assign one or more Duly Authorized Representatives to certify and submit annual reports on behalf of the City Manager.*

The foregoing Resolution was duly adopted this 20th day of May 2013, by the following roll call vote:

AYES:
NOES:
ABSENT:

_____
Ken Brown, Mayor

ATTEST:

_____
Gay Johann, MMC
City Clerk

City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: **8B**

Meeting Date: **05/20/13**

Department	**Staff Contact**
Public Works	Dan Takasugi, Public Works Director

Agenda Item Title

Discussion, Consideration and Possible Action on a Resolution Authorizing the City Manager to file an Application for Funding Assigned to the Metropolitan Transportation Committee, Committing Necessary Matching Funds, and Stating the Assurance to Complete the Rehabilitation of Various Streets in Sonoma

Summary

In May of 2011, the Metropolitan Transportation Commission (MTC) approved the One Bay Area Grant (OBAG). OBAG is funded through Moving Ahead for Progress in the 21st Century Act (Map 21). Working in conjunction with MTC, the Sonoma County Transportation Authority (SCTA) released its Call for Projects under OBAG on October 8, 2012 to program projects.

Staff submitted an OBAG application on November 30, 2012 for the Rehabilitation of Various Streets in Sonoma (Napa Road between Broadway Avenue and the City limits at Jones Street). The project consists of street rehabilitation and improvements, including overlay, pavement markings and signing, upgrading existing curb ramps for ADA compliance, and installation of guardrails for the north side of the bridge over Nathanson Creek to protect the City's water main. The need for this project was identified by staff in 2011 based on field observations and review of the City's Pavement Management Plan, wherein the Pavement Condition Index (PCI) for the road fell into the "poor" condition class with rehabilitation as the recommended treatment. Work was planned at that time to be funded with redevelopment funds as part of the CDA-TAB program for road rehabilitation. With the redevelopment funds no longer available, the City applied for OBAG funding to help fund the project.

As part of the OBAG application, a resolution of support for the project must be submitted to SCTA by June 2013. The resolution would authorize the City Manager to file an application for funding assigned to the MTC, commit necessary matching funds, and state the assurance to complete the project.

Recommended Council Action

Adopt the Resolution.

Alternative Actions

Council discretion.

Financial Impact

The estimated project cost for the Rehabilitation of Various Streets project in Sonoma is $548,000. The City would receive $250,000 in funding. The City's cost share of the project, $298,000, has been budgeted in the City's FY 2013-2014 Budget.

Environmental Review	**Status**
☐ Environmental Impact Report	☒ Approved/Certified
☐ Negative Declaration	☒ No Action Required
☒ Exempt	☐ Action Requested
☐ Not Applicable	

Attachments:

- Staff Report
- Resolution

MEMORANDUM

TO: Mayor and Council members
Carol Giovanatto, City Manager

From: Dan Takasugi, P.E., Public Works Director/City Engineer

Date: May 20, 2013

Subject: Staff Report – OBAG Resolution of Support for Rehabilitation of Various Streets in Sonoma

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Background

The City's economic success formula had previously included resources of the Sonoma Community Development Agency (CDA). In 2011, the City sold bonds and Tax Allocation Bond (TAB) monies were issued on March 2011 for $16 million. Of that amount, $7.5 million was for Public Works Capital Improvement Projects, which were primarily road rehabilitation projects. The Napa Road Rehabilitation Project was included in the funded CDA-TAB projects and was slated for construction in 2012.

With the dissolution of redevelopment through the December 29, 2011 State Supreme Court decision, the Napa Road Rehabilitation Project (in addition to numerous other CDA-TAB Projects) was put on hold until an alternative funding source was identified.

In May of 2011, the Metropolitan Transportation Commission (MTC) approved the One Bay Area Grant (OBAG). OBAG establishes program commitments and policies for investing roughly $800 million over the four-year Cycle 2 period (FYs 2012-13 through 2015-16), funded through continuations of the current surface transportation legislation known as Moving Ahead for Progress in the 21st Century Act (MAP-21).

Working in conjunction with MTC, the Sonoma County Transportation Authority (SCTA) released its Call for Projects under OBAG on October 8, 2012 to program projects for fiscal years 2013-14, 2014-15, and 2015-16. Applications were due by November 30, 2012 and the City submitted a grant application for the Napa Road Rehabilitation Project (titled “Rehabilitation of Various Streets in Sonoma” per request of SCTA to provide the City with more flexibility in the unforeseen event that changes to the project description occurred such as a change in street segments).

Discussion

Staff prepared and submitted an OBAG application to SCTA on November 30, 3012 for the Rehabilitation of Various Streets in Sonoma (see Attachment 1). The specific project limits are Napa Road between Broadway Avenue and the city limits at Jones Street. The estimated project cost for the Project is $548,000. The City requested $484,000 in grant funds. The work consists of street rehabilitation and improvements, including overlay, pavement markings and signing, upgrading existing curb ramps for ADA compliance, and installation of guardrails for the north side of the bridge over Nathanson Creek to protect the City’s water main.

The need for this project was identified by staff in 2011 based on field observations and review of the City's Pavement Management Plan, wherein the Pavement Condition Index (PCI) for the road fell into the "poor" condition class with rehabilitation as the recommended treatment. Work was planned at that time to be funded with redevelopment funds as part of the CDA-TAB program for road rehabilitation. Construction was planned for 2012. The project was intended to be following the rehabilitation of Leveroni Road in 2011 and pavement rehabilitation at the intersection signal improvements at Leveroni/Napa Road and Broadway during summer 2013. All pavement, curb ramps, and associated improvements will be rehabilitated for a planned 20-year design life.

SCTA received 30 applications for the OBAG grant. Scoring criteria were developed to balance project type, ability to meet Regional Transportation Plan (RTP) goals and emphasis on Priority Development Areas (PDAs). Project description and delivery history were given the most weight in scoring. Points were awarded for public outreach and if the milestone dates provided agreed with the proposed schedule for delivery. Because of the number of questions in the grant application, and the fact that some questions only applied to rehabilitation type projects, points were also awarded if a project was deemed a bike/pedestrian only project, to ensure that the same number of points was available to each project.

After scoring was completed by SCTA, the projects were evaluated together and a number of scenarios were developed for consideration. The SCTA Technical Advisory Committee voted and agreed to the Top Score + Small Commitment Local Streets and Roads Preservation (LSRP): This scenario provides as much funding as possible to the top scoring projects and uses the available funding in each category (Congestion Mitigation/Air Quality and Surface Transportation Program or CMAQ and STP, respectively). It also honors the commitment to the small jurisdictions only to the minimum amount of $250,000. Because Sonoma is considered a "Small Community", the City is receiving $250,000 in funding as opposed to the full amount requested. The City's cost share of the project, $298,000, has been budgeted in the City's FY 2013-2014 Budget.

As part of the OBAG application, a resolution of support for the project must be submitted to SCTA by June 2013. The resolution would authorize the City Manager to file an application for funding assigned to the MTC, commit necessary matching funds, and state the assurance to complete the project.

Recommendation

It is recommended that Council to approve the resolution to authorize the City Manager to file an application for funding assigned to the MTC, commit necessary matching funds, and state the assurance to complete the project.

Attachments:

None.

The OBAG Grant Application is available on the City's website on the Current Reports page, at the link below.
http://www.sonomacity.org/uploadimg/Attach%201%20Napa%20Road%20OBAG%20Grant%20Application.pdf

CITY OF SONOMA

RESOLUTION NO. __ - 2013

A RESOLUTION AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION FOR FUNDING ASSIGNED TO THE METROPOLITAN TRANSPORTATION COMMISSION, COMMITTING NECESSARY MATCHING FUNDS, AND STATING THE ASSURANCE TO COMPLETE THE PROJECT

WHEREAS, the California Department of Transportation (Caltrans) provides transportation planning grants for Community-Based Transportation Planning which fund transportation and land use planning that promote public participation, livable community, and a sustainable transportation system which includes mobility, access and safety; and

WHEREAS, the City of Sonoma (herein referred to as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for Two-hundred fifty thousand dollars ($250,000) in funding assigned to MTC for programming discretion, including but not limited to federal funding administered by the Federal Highway Administration (FHWA) such as Surface Transportation Program (STP) funding, Congestion Mitigation and Air Quality Improvement (CMAQ) funding and/or Transportation Alternatives (TA) funding (herein collectively referred to as REGIONAL DISCRETIONARY FUNDING) for the Rehabilitation of Various Streets in Sonoma (herein referred to as PROJECT) for the One Bay Area Grant Program (herein referred to as PROGRAM); and

WHEREAS, the Moving Ahead for Progress in the 21st Century Act (MAP-21; Public Law 112-141, July 6, 2012) and any extensions or successor legislation for continued funding (collectively, MAP 21) authorize various federal funding programs including, but not limited to the Surface Transportation Program (STP) (23 U.S.C. § 133), the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149) and the Transportation Alternatives Program (TA) (23 U.S.C. § 213); and

WHEREAS, state statutes, including California Streets and Highways Code 182.6 and 182.7 provide various funding programs for the programming discretion of the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA); and

WHEREAS, pursuant to MAP-21, and any regulations promulgated thereunder, eligible project sponsors wishing to receive federal funds for a project shall submit an application first with the appropriate MPO for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, MTC is the MPO and RTPA for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of federal funds; and

WHEREAS, APPLICANT is an eligible sponsor for REGIONAL DISCRETIONARY FUNDING; and

WHEREAS, as part of the application for REGIONAL DISCRETIONARY FUNDING, MTC requires a resolution adopted by the responsible implementing agency stating the following:

1. the commitment of any required matching funds; and
2. that the sponsor understands that the REGIONAL DISCRETIONARY FUNDING is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. that the project will comply with the procedures, delivery milestones and funding deadlines specified in the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
4. the assurance of the sponsor to complete the project as described in the application, and if

approved, as included in MTC's federal Transportation Improvement Program (TIP); and

5. that the project will comply with all project-specific requirements as set forth in the PROGRAM.

NOW, THEREFORE, BE IT RESOLVED that the APPLICANT is authorized to execute and file an application for funding for the PROJECT for REGIONAL DISCRETIONARY FUNDING under MAP-21 for continued funding; and

BE IT FURTHER RESOLVED that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide any required matching funds; and
2. APPLICANT understands that the REGIONAL DISCRETIONARY FUNDING for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional REGIONAL DISCRETIONARY FUNDING; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) and APPLICANT has, and will retain the expertise, knowledge and resources necessary to deliver federally-funded transportation projects, and has assigned, and will maintain a single point of contact for all FHWA-funded transportation projects to coordinate within the agency and with the respective Congestion Management Agency (CMA), MTC, Caltrans and FHWA on all communications, inquires or issues that may arise during the federal programming and delivery process for all FHWA-funded transportation projects implemented by APPLICANT; and
4. PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount approved by MTC and programmed in the federal TIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in MTC programming guidelines and project selection procedures for the PROGRAM; and
6. APPLICANT (for a transit project only) agrees to comply with the requirements of MTC's Transit Coordination Implementation Plan as set forth in MTC Resolution 3866, revised; and

BE IT FURTHER RESOLVED that APPLICANT is an eligible sponsor of REGIONAL DISCRETIONARY FUNDING funded projects; and

BE IT FURTHER RESOLVED that APPLICANT is authorized to submit an application for REGIONAL DISCRETIONARY FUNDING for the PROJECT; and

BE IT FURTHER RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and

BE IT FURTHER RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and

BE IT FURTHER RESOLVED that APPLICANT authorizes its City Manager, or designee to execute and file an application with MTC for REGIONAL DISCRETIONARY FUNDING for the PROJECT as referenced in this resolution; and

BE IT FURTHER RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and

BE IT FURTHER RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's federal TIP.

ADOPTED this ___ day of _____, 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: **8C**

Meeting Date: **05/20/2013**

Department	**Staff Contact**
Planning	David Goodison, Planning Director

Agenda Item Title

Discussion, consideration, and possible direction to staff concerning a request for proposals for the re-use and renovation of the Maysonnave Cottage.

Summary

At it's meeting of January 7, 2013, the City Council reviewed a series of options developed by the Facilities Committee concerning the Maysonnave Cottage. These options included: 1) Demolition; 2) subdividing the property and selling off a parcel encompassing the cottage so that it might be used as a residence; and 3) circulating a request for proposals (RFP) inviting suggestions for the re-use and renovation of the cottage. After discussing the matter, the City Council voted 3-2 to direct staff to proceed with option #3, the request for proposals (see attached minutes). As directed by the Council, staff has developed as draft RFP for the City Council's consideration (attached). In conducting additional research while preparing the RFP, staff has concluded that some basic property improvements will be required in order to successfully solicit proposals for the re-use and upgrade of the cottage. These improvements are as follows: 1) upgrade (and underground) the electrical service to the property; 2) create an accessible sidewalk connection to First Street East; and 3) demolish the barn. It should be noted that the most cost-effective method of creating a sidewalk connection will require negotiations with the League for Historic Preservation in order to allow access to the sidewalk improvements on the property that they lease.

At the January 7th meeting, the main concept discussed in conjunction with the RFP option was a long-term lease of the cottage as a vacation rental as a means of generating funding for its renovation and ultimate conversion to a public use. However, the RFP is designed to allow for a wide range of potential uses. For example, the League for Historic Preservation might propose to use the cottage to expand their programs or some other non-profit could propose to use the property as its headquarters. As drafted, the RFP makes it clear that except for the property improvements discussed above, no City assistance is available. This approach should enable the Council to determine whether there is any serious interest on the part of the private sector or the non-profit community in re-using and renovating the cottage, or relocating it. If the RFP process is unsuccessful identifying a suitable proposal, the Council may want to revisit the option of demolition.

Recommended Council Action

Direct staff to circulate the RFP.

Alternative Actions

Direct staff to circulate the RFP, with or without amendments.

Direct staff to develop additional information that may be required or proceed in an alternative manner.

Financial Impact

Approximately $65,000 has been budgeted for the demolition of the Maysonnave Cottage. If the RFP process succeeds in identifying a suitable proposal for the re-use and renovation of the cottage, these funds would be used to implement the property improvements identifies above.

Environmental Review

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

Status

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

Attachments:

1. City Council minutes of January 7, 2013
2. Draft Request for Proposals

cc: League for Historic Preservation
Joe Costello
James Fannuchi
Sid Hoover
Byron Jones

Request for Proposals

Lease, Re-Use, Renovation, or Re-Location of the Maysonnave Cottage
289 First Street East

A. Overview: In 1991 Henri Maysonnave bequeathed to the City the properties located at 289 and 291 First Street East for the explicit use as a "memorial park or museum facility." The City leases the Maysonnave Home (291 First Street East), a separate parcel, to the Sonoma League for Historic Preservation for use as a museum/heritage center. The western portion of the subject site is leased to the Sonoma Pétanque Association who, in association with the Sonoma Sister Cities Association, had developed Pétanque and Bocce courts. The remaining portion of the western property contains a secondary residential dwelling, having an area of 1,090 square feet, that is no longer occupied due to safety concerns and lack of compliance with State Housing Law, and a small barn located southwest of the dwelling (see Attachment 1).

B. Objectives. Lease, or donate for relocation, the Maysonnave Cottage to a qualified private or non-profit operator in order to:

1. Implement immediate improvements to the building to correct health and safety issues and bring it to a building code standard that is consistent with the proposed use;
2. Establish a beneficial use within the building that secures the cottage, provides for its ongoing maintenance, is compatible with neighboring uses, and is consistent with the terms of the bequest;
3. Provide a funding source to upgrade the building to allow for public use following the expiration of the lease (if it remains on the property); and,
4. Ensure that exterior improvements to the building maintain its integrity as a locally-valued historic resource;

Or,

6. Relocate the Maysonnave Cottage off-site.

C. Minimum Property Improvements to be Completed by the City: In order to facilitate the leasing of the property, the City shall implement the following improvements:

1. Provide for the undergrounding of an electrical connection to the building and provide conduit for cable and telephone lines.
2. Construct an accessible sidewalk connection to the sidewalk on First Street East.
3. Demolish the barn.

D. Minimum Proposal Terms, Requirements, and Improvements to be Met by Leaseholder: Proposal that involve leasing the building and retaining it on site should be consistent with the following terms and limitations.

1. Leaseholder shall complete implement structural, mechanical, plumbing, electrical, accessibility and other improvements and renovations to bring the building into compliance

with the State Housing Law (if applicable), the California Historical Building Code and all other applicable regulations applicable to the proposed use.

2. Leaseholder shall be responsible for connecting to the electrical service provided by the City as well as making the telephone and the cable T.V. connection (if desired) through the conduit provided by the City.

3. Leaseholder shall be responsible for all maintenance, including capital maintenance, for the term of the lease. A capital maintenance plan acceptable to the City shall be developed and made a part of the lease.

4. Leaseholder shall be responsible for all utility costs for the term of the lease.

5. Exterior improvements to the cottage shall be subject to approval by City staff and, as normally applicable, design review.

6. Lease payments to the City shall reflect the market value of the property as limited by the terms and restrictions of the lease.

7. Leaseholder shall provide insurance, in a form and amount acceptable to the City, naming the City as additional insured in the amount of 2 million dollars, subject to increase in a long-term lease arrangement as required by the City's insurance carrier.

8. Leaseholder accepts the property in an "as-is" condition, except as specifically provided for in section C of this RFP.

9. Leaseholder shall be responsible for preparing all building and construction plans and paying applicable fees.

10. Leaseholder shall be responsible for compliance with the Americans with Disabilities Act, as applicable.

11. Leaseholder shall be responsible for applying for a use permit, if required, and shall comply with all terms and conditions of the use permit.

12. Leaseholder shall be responsible for compliance with all laws and regulations related to the handling and disposal of hazardous materials related to the cottage building. A Pre-Renovation/Demolition Hazardous Materials Assessment for Asbestos and Lead Materials for the cottage and barn building (included as Attachment 4).

13. Neither the lease nor any improvements associated with the proposed re-use of the building shall require any subsidy on the part of the City.

E. Potentially Allowed Uses. The City is open to considering a range of uses, including the relocation of the structure off-site as well as the re-use of the building in place with uses not

contemplated in the current zoning designation of the property, subject to the following limitations:

1. Consistency with the terms of the bequest.
2. Compatibility with neighboring uses.
3. Suitability to the site.

However, proposers should keep in mind that uses not allowed for under the current zoning will be contingent upon the process of amending the Development Code and, possibly, the General Plan.

F. City Responsibilities. The City shall have the following responsibilities with respect to proposals involving the lease of the building and its re-use on the site:

1. Implement any changes to the Development Code and process any necessary amendments to the General Plan in order to facilitate the proposed use.
2. Cooperate in applications for required planning and building permits.
3. Deposit lease payments into a reserve account to be used exclusively for future upgrades to the cottage.

G. Site Visit/Staff Consultation: Proposers are invited to visit the site and to discuss the project objectives with City staff. The staff contact for this project is David Goodison, Planning Director. He may be reached by phone at (707) 933-2201 or via email at: dgoodison@conomacity.org

H. Submittal Requirements: Please provide five copies of your proposal, to include the following:

1. Letter of proposal, to include: understanding of project, overview of project concept, statement of relevant experience, references, and contact information.
2. Preliminary schedule for project implementation.
3. Preliminary budget and lease payment proposal.

Note: Proposal submitted in advance of the deadline will kept confidential until following the expiration of the deadline.

I. Selection. The selection shall be based upon responsiveness to all elements of the RFP, including the overall quality and feasibility of the proposal, compliance with the project objectives, and demonstration of the capabilities to implement the proposal in a satisfactorily manner. An initial evaluation of the proposals shall be made by the City's Building Committee, but the final selection will be made by the City Council. Once a selection has been made, the City will work with the proposer to further refine the project concept prior to negotiating and executing a lease agreement.

J. Deadline. Please deliver your proposal no later than 5:00 p.m. on Friday, June 21, 2013, to:

City of Sonoma
Attn. David Goodison
#1 the Plaza
Sonoma, CA 95476

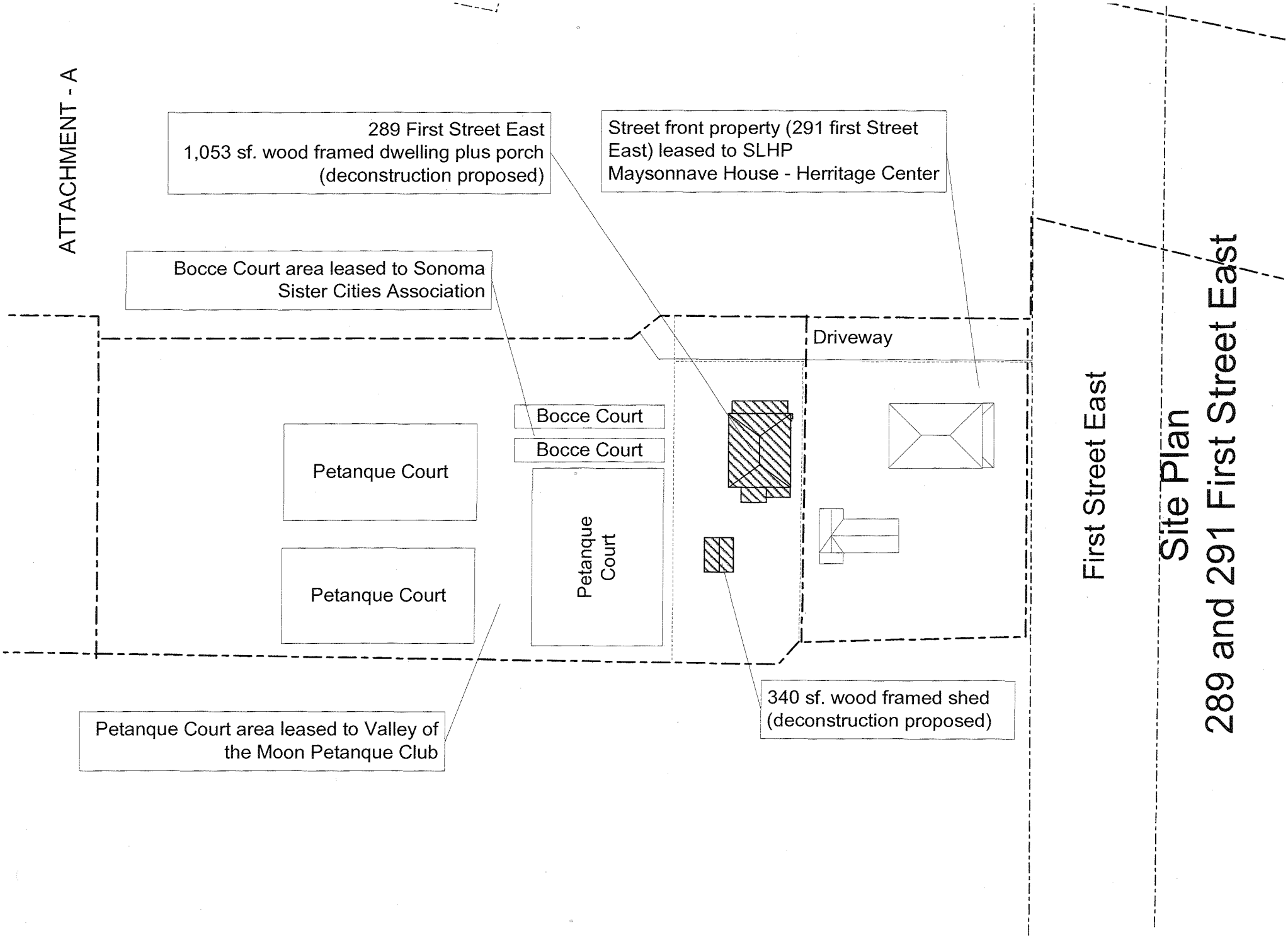
Proposals may be mailed, sent via email (in PDF format), or hand-delivered as long as they are received prior to the deadline. Faxed proposals will not be accepted. **Note: a complete PDF version of the proposal is required.**

Attachments:

1. Site Plan
2. Bequest
3. Housing Code Review
4. Pre-Renovation/Demolition Hazardous Materials Assessment for Asbestos and Lead Materials for 289 First Street East

ATTACHMENT - A

Site Plan
289 and 291 First Street East



copy City Council
+ File
Property acquisition

LAST WILL AND TESTAMENT

OF

HENRI MAYSONNAVE

I, HENRI MAYSONNAVE, a resident of Sonoma County, California, declare that this is my Will.

FIRST: I revoke all Wills and Codicils that I have previously made.

SECOND: I am an unmarried man and I have no children now living or deceased.

THIRD: I direct that my remains be disposed of in accordance with the provisions of an agreement with Bates, Evans & Ferhensen, funeral directors, Sonoma, California.

FOURTH: I give the following property to the following persons and entities:

1. The sum of Ten Thousand Dollars ($10,000.00) to the Sonoma Kiwanis Club for deposit into a restricted fund for the specific purpose of providing up to One Thousand Dollars ($1,000.00) per year for as long as the fund remains for the purpose of purchasing trees for a tree planting project on Arbor Day of each year.

2. To HAZEL LOUISE CARTER of 291 First Street East, Sonoma, California 95476, I bequeath a life estate in that certain real property located at 291 First Street East and in the property immediately west of 291 First Street East, Sonoma, California which parcels bear assessors parcel numbers 018-131-06 and 018-131-26. Upon the death of HAZEL LOUISE CARTER said parcels shall become the property of the City of Sonoma to be used specifically for development as a memorial park or a museum facility. In the event that the City of Sonoma is unwilling or

unable to develop said parcels for the specified purpose and the City of Sonoma so states, then the said parcels shall become the property of the State of California to be used in the expansion of the Sonoma State Historial Park.

3. The sum of Five Thousand Dollars ($5,000.00) to ANNE GRISHABER ~~AERSE~~ FORCE (HM), R.N. 980 Malick Avenue, Yuba City, California 95991.

FIFTH: I hereby instruct my executors to spend whatever sum in their discretion is needed to provide for a party for my friends. I have heretofore provided my executors with a list of friends that I choose to have invited thereto and I hereby grant to my executors the discretion to invite whomever else they choose.

SIXTH: I direct that my funeral and testamentary expense and all of my just debts, if any, which are due and payable, be paid as soon after my death as is practicable.

SEVENTH: I give all of the residue of my estate in the shares designated in the paragraphs below to be distributed as follows:

1. Fifteen percent (15%) thereof to the French Hospital Medical Center, La Societe Francaise de Bienfaisance Mutuelle, 4131 Geary Blvd., San Francisco, California 94118 to be applied in the discretion of the executors of this Will in memory of (a) PIERRE and MADELINE (HM) CHAHON and (b) FABIAN, MARGARITE (HM), and HENRI MAYSONNAVE.

2. Ten percent (10%) to the French Church, Notre Dame des Victoires at 566 Bush Street, San Francisco, California 94108, to be used for an appropriate memorial ~~for~~ PIERRE and MADELINE (HM) CHAHON and for FABIAN, MARGARITE (HM), and HENRI MAYSONNAVE. The application of this bequest shall be determined at the

discretion of the executors.

3. Ten percent (10%) to Eglise de Tarsacq, par Monein, France 64360 to be used for whatever purpose the priests of said church desire in memory of FABIAN MAYSONNAVE.

4. Ten percent (10%) to Eglise de Arrette par Aramits France 64570 to be used for whatever purpose the priests of said church desire in memory of MARGARITE ~~BISCAY~~ MAYSONNAVE.

5. Ten percent (10%) to Sonoma Valley Hospital, 347 Andrieux Street, Sonoma, California 95476, to be applied in the discretion of the executors of this Will in memory of FABIAN, MARGARITE, and HENRI MAYSONNAVE.

6. Ten percent (10%) to Saint Anthony's dinning room (Franciscan Fathers) 121 Golden Gate Avenue, San Francisco, California 94102.

7. Ten percent (10%) to San Damiano Retreat House, Post Office Box 767, Danville, California.

8. Ten percent (10%) to Saint Francis Solano Church, 463 Third Street West, Sonoma, California to be applied in the discretion of the executors of this Will in memory of FABIAN, MARGARITE and HENRI MAYSONNAVE.

9. Ten percent (10%) to the Valley of the Moon Boys & Girls Club, 744 First Street West, Sonoma, California 95476, to be applied at the discretion of the Board of Directors of said club in memory of HENRI MAYSONNAVE.

10. Five percent (5%) to Sonoma Valley High School for the specific purpose of providing a French scholarship fund to permit and finance a student to study the French language in France for one year.

EIGHTH: Except as otherwise provided, I direct that all estate, inheritance, or succession taxes imposed by the

Federal Government or any state, district, or territory, occasioned or payable be reason of my death, whether attributable to property subject to probate administration or to other property, shall be paid or caused to be paid by my executor and charged to and collected from the persons sharing in my taxable estate as and to the extent provided by law.

NINTH: I nominate my good friend HAZEL LOUISE CARTER of 291 First Street East, Sonoma, California 95476 and PATRICK D. DOYLE of 20455 Fifth Street East, Sonoma, California 95476 to serve as co-executors of this Will and to serve without bond. If either of the above named are unable or for any reason fail to qualify or cease to act as executor than I nominate CHARLES E. HARRIS of 759 Second Street West, Sonoma, California 95476, as alternate executor of this Will to serve without bond.

TENTH: The term, "my executor", as used in this Will shall include any personal representative of my estate.

I authorize my executor to sell, with or without notice, at either public or private sale, and to leave any property belonging to my estate subject only to such confirmation of court as may be required by law.

I further authorize my executor either to continue the operation of any business belonging to my estate for such time and such manner as my executor may deem advisable and for the best interest of my estate or to sell or liquidate the business at such time and on such terms as my executor may deem advisable and for the best interest of my estate. Any such operation, sale, or liquidation by my executor, in good faith, shall be at the risk of my estate and without liability on the part of my executor for any resulting loss.

I specifically authorize my executor to made distributions to and among the beneficiaries of this Will wholly or partly in kind.

My executor shall determine whether any or all of the expenses of administration of my estate shall be used as federal estate tax deductions or as federal income tax deductions. No beneficiary under this Will, whether an income beneficiary or remainderman of any trust, or other beneficiary shall have any right to recoupement or restoration of any loss the beneficiary may suffer as a result of such deductions for one or the other of these purposes; however my executor may in my executor's absolute discretion make adjustments between principal and income as my executor deems appropriate.

During the period of administration of my estate, notwithstanding California Probate Code Section 583 or any successor to such statutes, and executor herein named shall have the power to purchase assets from my estate notwithstanding that he shall be the executor of my estate. All such sales shall be for adequate consideration and shall be subject to the approval of the Probate Court having jursidiction over my estate, if necessary.

If CHARLES E. HARRIS, as executor of this Will shall elect to act as his own attorney, or shall retain his legal firm, he shall be fully compensated for his legal services provided in addition to the compensation to which he shall be entitled by law for his services as such executor.

ELEVENTH: If a court finds it necessary to appoint a conservator of my person or of my estate, or both, I nominate my good friends, HAZEL LOUISE CARTER and PATRICK D. DOYLE, as co-conservators of my person or of my estate, or of both.

TWELVETH: As used in this Will, the term "issue" shall refer to lineal decendants of all degrees, and the masculine and femenine or neuter gender, and the singular or pluaral shall each be deemed to include the other whenever the context so indicates.

WHEREFORE I have set my hand this 31st day of May. 1983, at Sonoma, California.

Henri Maysonnave

HENRI MAYSONNAVE

The foregoing instrument consisting of seven pages including this page was at the date hereof, by HENRI MAYSONNAVE, signed as and declared to be his Will, in the presence of us, who, at his request and in his presences, and in the presences of each other, have subscribed our names as witnesses thereto. Each of us observed the signing of this Will by HENRI MAYSONNAVE and by each other subscribing witnesses and knows that each signature is the true signature of the person whose name was signed.

Each of us is now more than eighteen (18) years of age and a competant witness and resides at the address set forth after his name.

We are accquainted with HENRI MAYSONNAVE. At this time, he is over the age of eighteen (18) years, and to the best of our knowledge, he is of sound mind and is not acting under duress, menace, fraud, misrepresentation, or undue influence.

We declare under penalty or perjury that the foregoing is true and correct.

Executed on May 31, 1983, Sonoma, California.

Kathleen E. Harris residing at 759 Second St West

Sonoma, CA 95476

Kevin Coburn residing at 20 Deerfield Ln

Novato, CA 94947

Memo

To: City Manager Kelly
From: Development Service Director Wirick
Date: July 2, 2008
Subject: Housing Code Review – Maysonnave House #2 - 289 First St. East

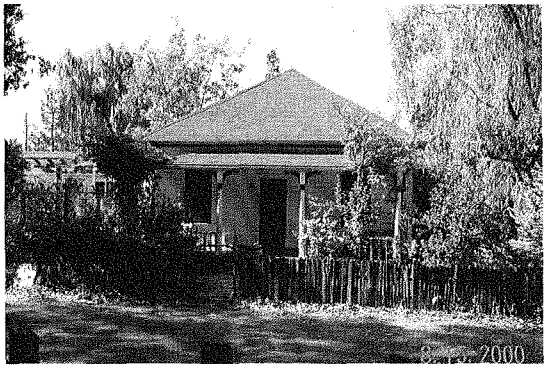
---

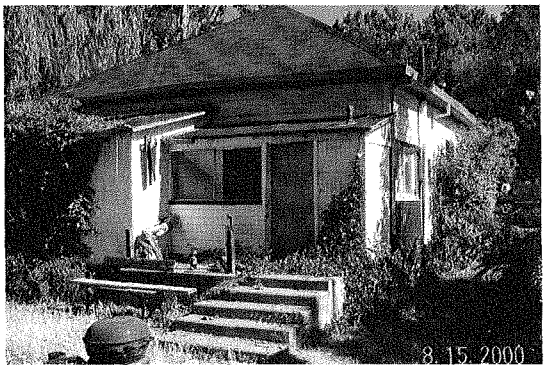
Background

Pursuant to your request, Building Department staff and Public Works Director Bates conducted a Housing Code Review and Building Survey to determine the conditions that exist at the City owned Maysonnave House #2 located at 289 First St. East. The home and detached barn are located to the rear of the buildings recently renovated by and leased to the Sonoma League for Historic Preservation. The 1,053 s.f., 2-bedroom home fronts Depot Park and has an old 340 s.f. wooden barn located in the rear yard. Neither of the buildings has received much in the way of maintenance or improvements since being deeded to the City by Henry Maysonnave in 1991. City employee Wilson Trood currently resides in the home.

Attached as Exhibit –A is a copy of the Building Survey Report prepared by Building Inspector Toohey.

House





The existing 1,053 s.f. house has a stone foundation that does not meet current seismic safety codes. It is anticipated that the home would perform poorly in a moderate to major earthquake and should be upgraded as soon as possible. The existing home is also in need of significant mechanical, electrical, plumbing, structural, weatherproofing and other repairs and maintenance as outlined in the Building Survey Report.

Barn

The 340 s.f. wooden barn lacks a foundation and is structurally unsafe. It lacks adequate weather protection and contains hazardous electrical wiring. The barn structure should be demolished.

Financial Impacts

Attached as Exhibit B is an Estimate of Probable Costs to remodel the building and reconstruct the detached barn to correct the deficiencies identified in the Building Survey Report. The initial Estimate of Probable Costs assumes that the home would be reoccupied as a dwelling unit and would be remodeled, repaired and restored using sustainable building practices and historically sensitive methods. The barn would be demolished and reconstructed to appear similar to its original construction. The preliminary estimate provides allowances for both structural and nonstructural improvements to the building such as installation of a concrete foundation system, re-construction of porches, re-furbishing architectural elements, replacement of casework, floor coverings, windows, cabinets, fixtures, counters, appliances and mechanical, plumbing, electrical systems. It would also include interior and exterior painting and installation of a fire sprinkler system. The estimate does not include any moving or relocation costs.

Recommendation

Both the home and the barn structure on the property are in need of structural and non-structural repairs for its continued use as a dwelling unit. Housing Code violations and other deficiencies exist to the extent that they must be mitigated within a reasonable time frame.

EXHIBIT - A

City of Sonoma – Building Department
Building Survey Report

Building Address:	289 First Street East – Maysonnave House #2
Use/Occupancy Classification:	Single-Family Residence / R-3
Zoning:	P
Report Date:	June 9, 2008
Date of On-site Visit:	June 2, 2008
Site visit performed by:	Kathy Toohey, Joseph Burroughs, Milenka Bates
Report by:	Kathy Toohey
Applicable Codes:	California Housing Code, 2007 California Codes, Historic Building Code

Existing Structure/s

The existing cottage is located to the west of the main Maysonnave home. It is approximately 1,053 square feet in area; the main home was built around 1910, so the cottage may have been built at the same time. It is listed on the League's inventory of historic structures. It contains two bedrooms, one-and-one half baths, kitchen, living room, family room, and a rear enclosed porch addition which was constructed without permits.

Structural conditions

The cottage has a stone rubble foundation system at the house and post and pier system for the front and rear porch additions. The current foundation system lacks the seismic force resisting elements such as reinforcing steel and anchor bolts.

Mechanical and Electrical

A gas water heater is located at the rear porch; the seismic strapping is not installed in an approved manner to resist horizontal displacement due to any earthquake motion. The venting pipe should have three mechanical connections.

The dryer vent is flexible piping, which is not approved in the 2007 CPC. The vent pipe exits through the exterior wall and there is no back-draft damper installed. The home is equipped with a room heater in the living room (manufactured by Perfection). This appears to be approximately 20-25 years old,

although the records show a permit for a new heater installed in January of 1998; however, this unit heater was not ten years old.

The electrical for the home consists of seven breakers; this was changed out at some point without obtaining a permit. The panel does not have a main disconnect switch, which is a violation of the California Electrical Code Section 230.71. A new meter upgrade will be installed after P.G. & E. adds a pole for the overhead conductors. There is only one outlet for the kitchen countertop, which does not allow convenience for updated appliances. The dining area plug is without a cover. There is bare wiring in the ceiling porch area and the front porch light fixture is broken. There is no dishwasher at this time.

Plumbing

The vent serving the kitchen sink is a Studor air admittance device which is not allowed by right in the 2007 California Plumbing Code (CPC).

The "S" trap for the bathroom sink, located in the porch area, is prohibited by the 2007 CPC. The master bathroom the sink has been removed.

The waste piping for the clothes washer is galvanized and runs down into the soil, which is prohibited (CPC Section 903.1.1). In addition, this fixture does not have an approved vent.

Severe water intrusion in the bathroom has caused the floor framing members to become compromised and there is evidence of dry rot. In March of 2007 an independent contractor tested this bathroom for possible mold issues. The findings were confirmed that mold growth was detected. Recommendations based on the findings were provided in the report.

Exterior

The front steps are uneven more than the allowed 3/8" difference. At the rear of the house, the concrete stairway at the porch was poured with more than four concrete risers and lacks handrails, which is a violation of 2007 CBC 1009.10. The front banister railing is broken. There are single-pane windows throughout, a couple of which are broken. Heavy vegetation growth surrounds the house. The vines are growing and compromising the gutter system of the home. The exterior of the home should be painted after the vegetation has been removed. A shed (approximately 350 sq. ft.) is located south of the house and appears to have been constructed at approximately the same time. We were unable to gain access due to vegetation that needs to be cleared away to open the doors.

Miscellaneous

Broken single-pane windows without screens allow wasps to enter the rear porch area and gain entrance into the unprotected attic access in the ceiling. The attic area was not inspected at this time; there may be nests collecting.

The home is equipped with the proper amount of smoke detectors. The porch exit door has been removed and plywood has been installed in the opening. The kitchen has a small gas stove in the kitchen. There are holes in the sheetrock walls in the porch area.

Housing Code Violations (Section 17920.3)
The following housing code violations exist and must be repaired as soon as possible:

1. Inadequate sanitation – lack of bathroom lavatory
2. Dampness of interior walls, ceiling and flooring
3. Insect infestation
4. Inadequate foundation
5. Deteriorated flooring or floor supports
6. Deteriorated waterproofing of exterior walls
7. Broken, split or buckled exterior wall coverings/roof coverings
8. Accumulation of weeds, vegetation

Other Items in Need of Repair
The following items are not hazardous or dangerous conditions, but are recommended for maintenance or repair:

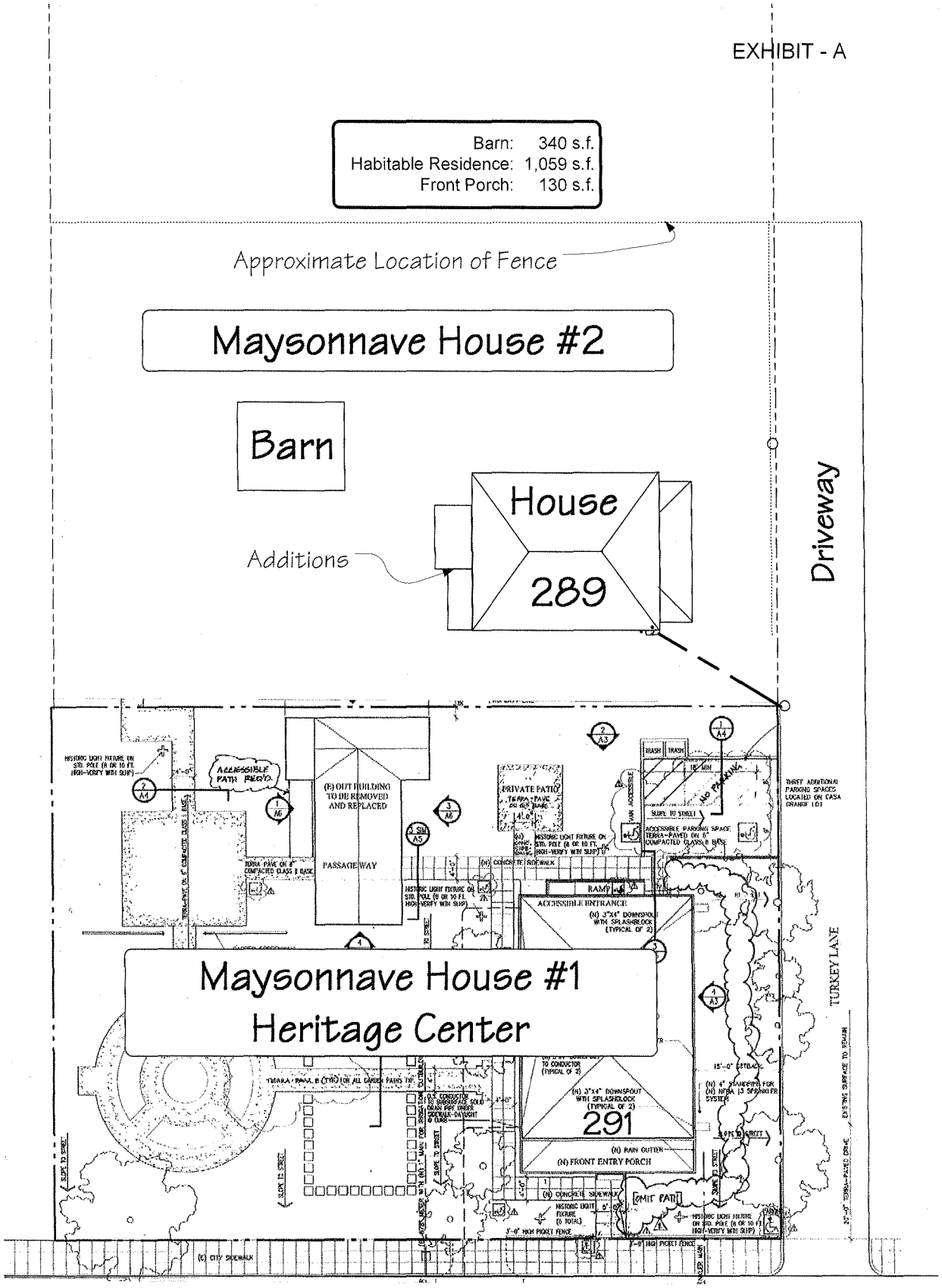
A. Foundation vent covers need to be installed to prevent animal/pest intrusion.
B. Dry rot repair in several locations needs to be addressed.
C. There are numerous windows and/or screens that are broken and in need of repair/replacement.
D. Vegetation surrounding the home needs to be removed to address waterproofing and painting of the exterior.
E. New gutter/downspouts should be installed.
F. The barn roofing is dilapidated and the framing members are sagging. We were unable gain access into the barn for assessment at time of inspection.
G. An attic access cover should be installed at the rear porch to prevent wasp intrusion. The attic access was not inspected at this time.

H. Improve bathroom ventilation.

I. There are holes and blemishes in the sheetrock, which should be patched and painted.

Attachments: - Site Plan
- Photos

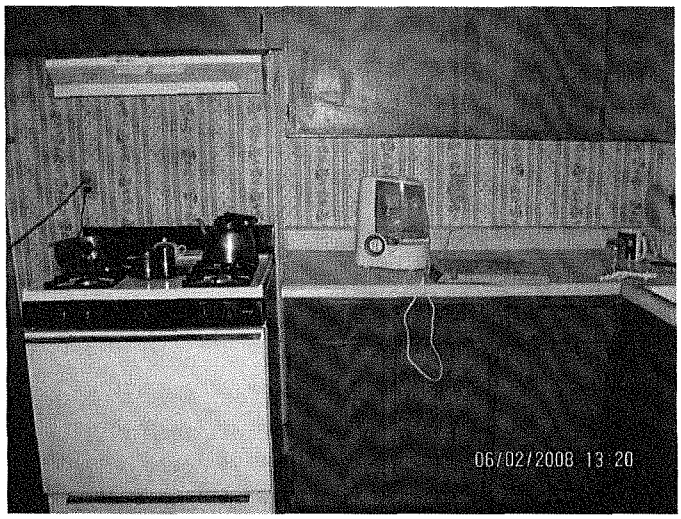
EXHIBIT - A

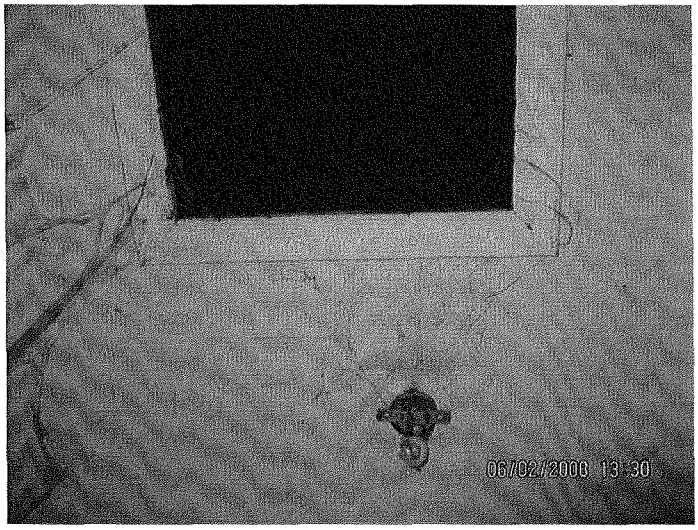


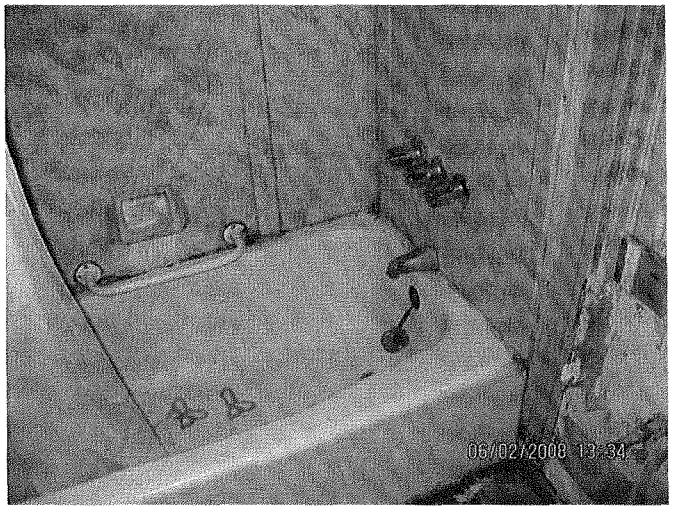
First Street East

Scale: 1in = 20ft. 0in.

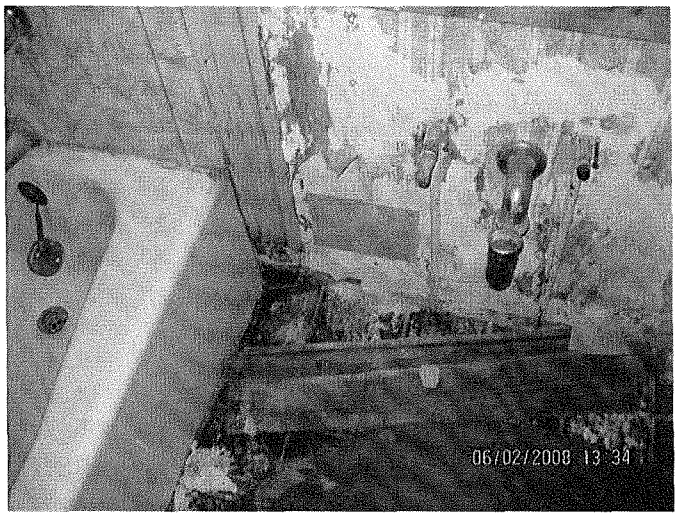
Maysonnave House #2—289 First Street East—6/2/08

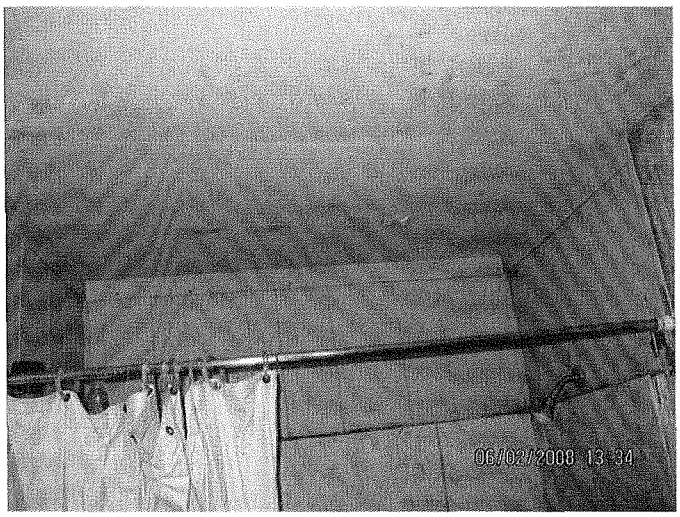


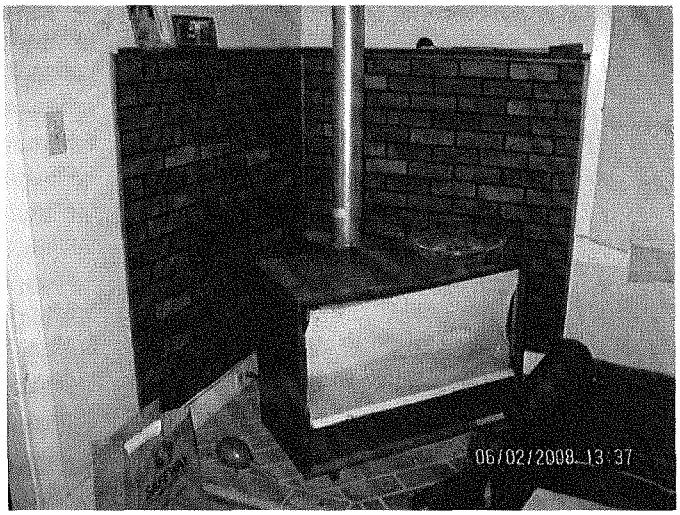


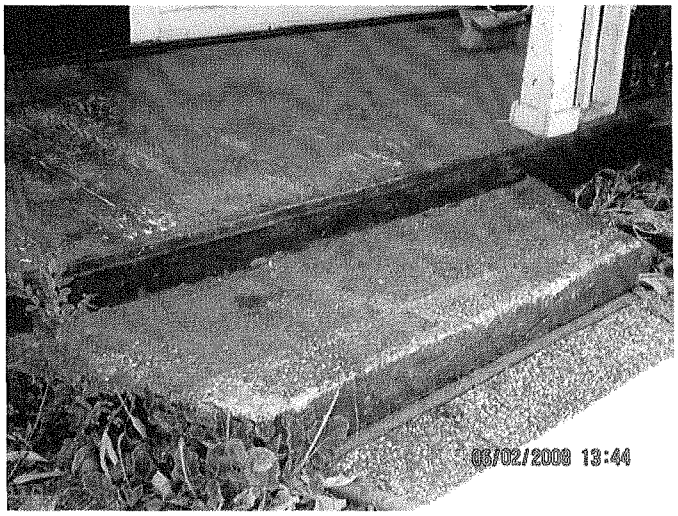


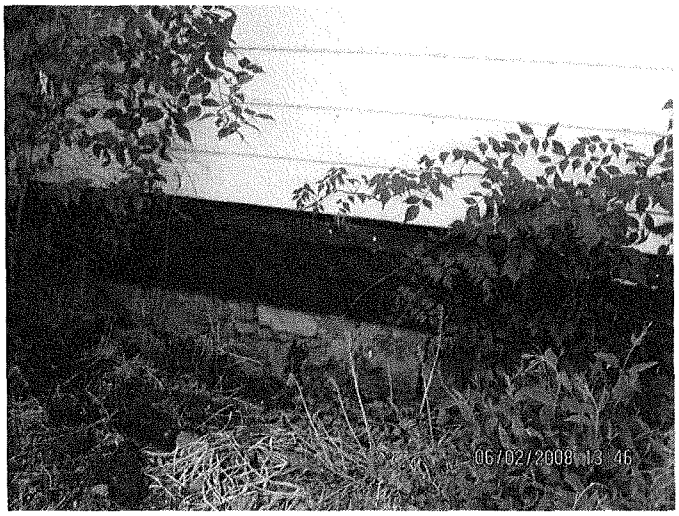
Maysonnave House #2—289 First Street East—6/2/08



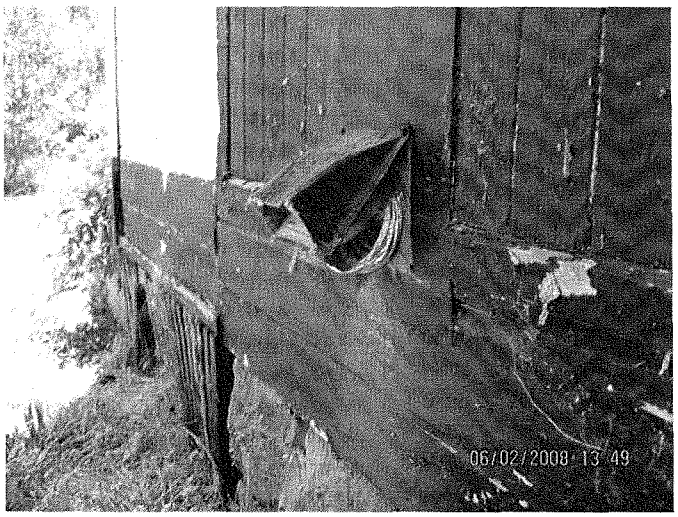


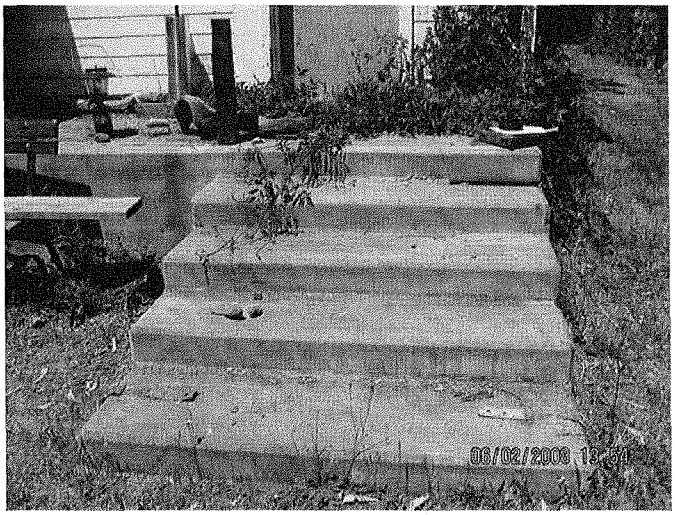


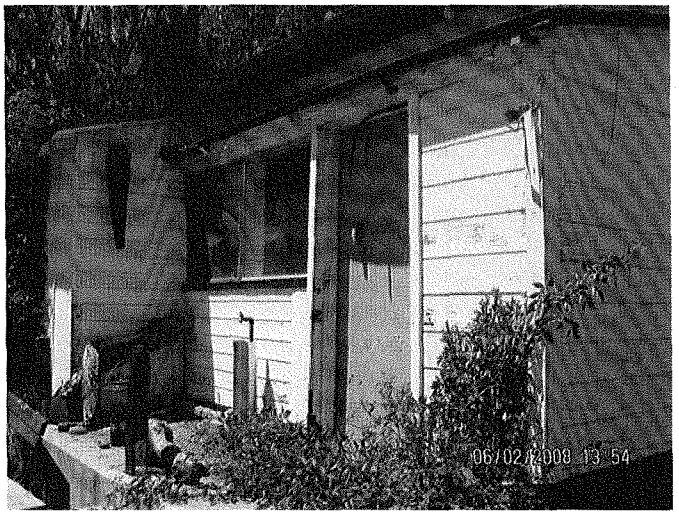




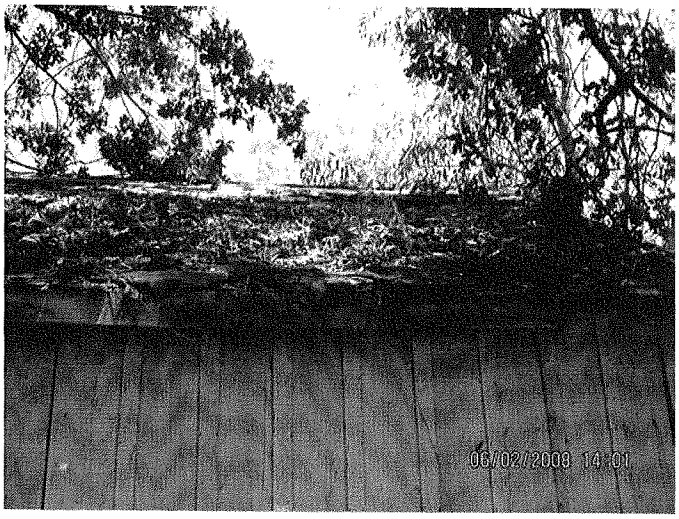
Maysonnave House #2—289 First Street East—6/2/08







Maysonnave House #2—289 First Street East—6/2/08



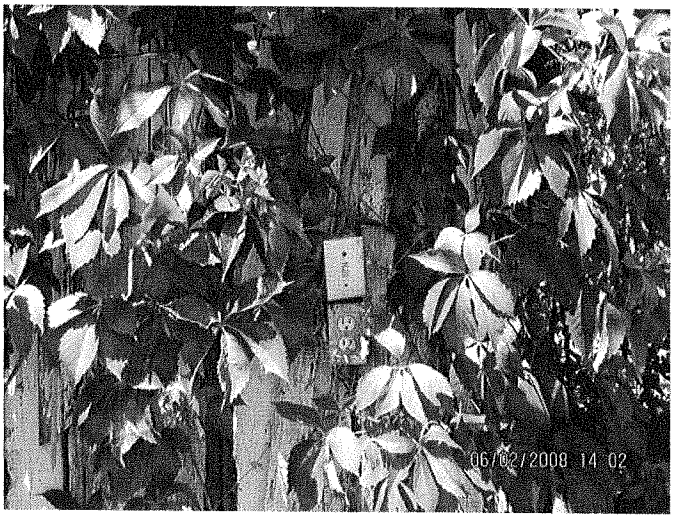


EXHIBIT - B

Revised - 7/2/08

Estimate of Probable Costs
Housing Code and Maintenance Repairs
Maysonnave House #2 - 289 First Street East

Description	Estimate
General Conditions	15,000
Mobilization & Temp Facilities	7,500
Site Grading & Soil Distribution	2,500
Trenching & Water Line /Meter Installation	12,000
AC Paving @ Driveway Approach and Improvements	7,500
Disconnect Utilities & Raise Building	12,000
Foundation Replacement	80,000
Hazardous Material Abatement	8,000
Site Concrete, Stairs & Walkays	12,000
Storm Drainage and SWPP Compliance	2,500
Fencing & Gates	10,000
Landscaping & Irrigation	10,000
Selective Demolition, Recycling, Disposal	8,500
Rough Carpentry and Exterior Repairs	18,000
Coutertops	6,500
Finish Carpentry, Tyrim, Cabinets & Woodwork Restoration	45,000
Handrails and Guardrails	9,500
Doors, Frames & Hardware	18,000
Insulation (Ceilings, Walls & Floor)	7,000
Misc. Structural Dry Rot Repairs	7,500
Replicated Reconstruction of Barn with Foundation System	68,000
Architectural Sheetmetal, Gutters, Flashings	3,500
Caulking & Sealants	900
Access Doors	450
Foundation Vent Repair	850
Window Replacement	22,500
Drywall	9,000
Painting (interior & exterior)	25,000
Flooring	7,000
Appliances	5,000
Window Coverings	4,500
HVAC and Mechanical	9,500
Fire Protection Sprinkler System	6,500
Plumbing	16,000
Electrical	22,000
Final Cleaning & Closeout	4,500
Construction Subtotal	489,200
Bonds & Insurance @ 5%	24,460
Soft Costs - Design, Bid Specifications, Project Costs, Permits, Contingencies and Project Management @ 40%	205,464
Total	719,124

MILLENNIUM

CONSULTING ASSOCIATES

A MECA Consulting, Inc. Company

"Providing Premiere Environmental & Industrial Hygiene Services since 1986"

Corporate Offices:
620 Contra Costa Blvd., Ste. 102
Pleasant Hill, CA 94523
925.808.6700
www.mecaenviro.com

PRE-RENOVATION/DEMOLITION HAZARDOUS MATERIALS ASSESSMENT

FOR

ASBESTOS and LEAD MATERIALS

Maysonnave Cottage
289 First Street
Sonoma, CA

Prepared for:

The City of Sonoma
#1 The Plaza
Sonoma, CA 95476

Prepared by:

MILLENNIUM CONSULTING ASSOCIATES
620 Contra Costa Blvd. Ste. 102
Pleasant Hill, CA 94523

September 24, 2010 3085.2002

"Providing Premiere Environmental & Industrial Hygiene Services since 1986"

MILLENNIUM

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Pleasant Hill, CA 94523
925.808.6700
www.mecaenviro.com

September 24, 2010 3085.2002

City of Sonoma
#1 The Plaza
Sonoma, CA 95476

Attn :

RE: PRE-RENOVATION/DEMOLITION ASBESTOS & LEAD SURVEY REPORT MAYSONNAVE COTTAGE

Millennium Consulting Associates (Millennium) is pleased to present the Asbestos and Lead Paint Survey report for the referenced building.

Findings of the Survey are presented in this report. If you have comments or questions regarding this report, please do not hesitate to contact the undersigned at 925-808-6700. Millennium appreciates the opportunity to provide professional services for the City of Sonoma.

Sincerely,

Millennium Consulting Associates
A MECA Consulting, Inc. Co

Mark Milani, P.E., CAC

TABLE OF CONTENTS

TABLE OF CONTENTS I

ACRONYM GUIDE II

SECTION PAGE

EXECUTIVE SUMMARY 1

1.0 INTRODUCTION 3

2.0 LIMITING CONDITIONS 4

3.0 SITE DESCRIPTION 5

4.0 ACM MATERIAL SURVEY 6

4.1 ACM SURVEY OVERVIEW 6
4.2 ACM SURVEY RESULTS 7

5.0 LEAD SURVEY 8

5.1 LEAD SURVEY RESULTS 9

LIST OF TABLES

Table 1 ACM Survey Results
Table 2 XRF Survey Results

LIST OF APPENDICES

Appendix A Site Map and Sampling Locations
Appendix B Asbestos Bulk Sample Analytical Laboratory Report
Appendix C Lead Bulk Sample Analytical Laboratory Report

ACRONYM GUIDE

ACM	Asbestos-Containing Material
ACCM	Asbestos-Containing Construction Material
Cal OSHA	California Occupational Safety and Health Administration
CCR	California Code of Regulations
CFR	Code of Federal Regulations
DHS	California Department of Health Services
EPA	Environmental Protection Agency
HSG	Homogeneous Sampling Group
HUD	U.S. Department of Housing and Urban Development
HVAC	Heating Ventilation and Air Conditioning
LBP	Lead-Based Paint
NEA	Negative Exposure Assessment
NESHAP	National Emission Standards for Hazardous Air Pollutants
PLM	Polarized Light Microscopy
ppm	Parts per million
PQL	Practical Quantification Limit
RACM	Regulated Asbestos Containing Material
RFT	Resilient Floor Tile
CPSC	Consumer Product Safety Commission
TSI	Thermal System Insulation

EXECUTIVE SUMMARY

Millennium Consulting Associates (MILLENNIUM) was requested by the City of Sonoma to perform a pre-renovation hazardous materials assessment for a residence known as the Maysonnave Cottage.

The purpose of the survey was to determine and report the presence of hazardous materials such as Asbestos Containing Materials (ACM), Lead Based Paint (LBP), and any miscellaneous hazardous constituents that may be affected during any possible future renovations.

Millennium performed the survey in September of 2010. Millennium conducted walkthroughs to identify and collect information regarding all hazardous materials included in the scope of work. Millennium used the information to create a sampling strategy that would represent all suspect materials located throughout the facility. In addition, Millennium used existing information provided by the City of Sonoma regarding known asbestos containing materials to assist with the sampling strategy. For the asbestos survey, Millennium collected fifteen (15) bulk samples throughout the site, which were held and sent to a certified laboratory under chain of custody. For the lead survey, Millennium used a handheld X-Ray Fluorescence analyzer throughout the site and collected three (3) bulk samples which were held and sent to a certified laboratory under chain of custody.

According to the analytical results and existing data, the following materials were identified as Asbestos Containing Material (ACM):

1. Roof Mastic – Rear addition roof (4%)

According to the results of the XRF Survey, the following is a list of components that contained consistent concentrations of lead-based paint (>1.0 mg/cm^2). Components throughout the building (located in reasonable proximity) with similar finishes shall also be considered as containing lead-based paint.

1. Exterior: Wood siding and trim with white paint (17.8 mg/cm^2)
2. Exterior: Door frame with white paint (1.4 mg/cm^2)
3. Exterior: Front porch ceiling with white paint (21.2 mg/cm^2)
4. Exterior: Front porch with white paint (20.2 mg/cm^2)
5. Exterior: Window frame with white paint (4.7 mg/cm^2)
6. Front room: Wall with light green paint (2.9 mg/cm^2)
7. Living room: Wall with beige paint (3.0 mg/cm^2)
8. Living room: Cabinet with white paint (4.0 mg/cm^2)
9. West Bedroom: Wall with white paint (2.8 mg/cm^2)
10. North Bedroom: Wall with white paint (2.7 mg/cm^2)

11. Kitchen: Wall with white paint (3.4 mg/cm^2)

According to the results of the Bulk Lead Survey, the following is a list of components that contained concentrations of lead:

1.	Barn – North	15,000 ppm (mg/kg)/ 1.5% wt
2.	House – North	33,000 ppm (mg/kg)/ 3.3% wt
3.	House - East	13,000 ppm (mg/kg)/ 1.3% wt

Prior to demolition, these regulated materials must be handled and disposed (or recycled) by trained and state licensed abatement contractors.

1.0 INTRODUCTION

Millennium Consulting Associates (MILLENNIUM) was requested by the City of Sonoma to perform a pre-renovation/demolition hazardous materials assessment at a residence known as the Maysonnave Cottage.

The purpose of the survey was to determine and report the presence of hazardous materials such as Asbestos Containing Materials (ACM), Lead Based Paint (LBP), and any miscellaneous hazardous constituents that may be affected during the renovation or demolition of the structures present on the property.

Based on Millennium's understanding of the client's needs, the following scope of services was conducted:

1. Performed ACM survey of the subject property in accordance with the listed criteria in California Occupational Safety and Health Administration (Cal OSHA) standard 8 California Code of Regulations (CCR) 1529, OSHA standard 29 Code of Federal Regulations (CFR) 1926.1101 and Environmental Protection Agency (EPA) standard 40 CFR Part 61.145 (a), including the analysis of bulk samples via polarized light microscopy (PLM) methodology.

2. Performed Lead Based Paint survey using X-Ray Fluorescence (XRF) Technology with supplemental bulk sampling of suspect lead-containing materials; samples are submitted to a state-certified analytical laboratory for analysis in accordance with SW 846 3050B/7420.

3. Provided a written report detailing the survey information including description of the samples and sample locations, analytical results in tabular form, condition of surfaces identified, interpretation of results, and possible recommendations for the future.

2.0 LIMITING CONDITIONS

Millennium conducted the survey in September of 2010, in general accordance with industry standards for bulk asbestos and lead-based paint (LBP) procedures in existence at the time of the project. The conclusions and recommendations presented in this report are based on the applicable standards of our profession at the time this report was prepared. Copies of this report are furnished to provide the factual data that were gathered and summarized in the report.

The analysis and recommendations submitted in this report are based in part on the data obtained from specific and discrete sampling locations including representative interior wall and above representative ceilings. However, the nature and extent of variations between the sampling locations may not become evident until planned renovation and/or demolition procedures commence. If potential variations are identified during renovation or demolition activities, it may be necessary to conduct additional bulk sampling.

This report has been prepared for the exclusive use of the City of Sonoma for specific application to the ACM, LBP, and other hazardous materials surveys performed on the property. This report may not be copied (except by our client) without the written permission of the City of Sonoma. No other representation, expressed or implied, is made.

3.0 SITE DESCRIPTION

At the time of the survey, the Maysonnave Cottage was composed of the main, single-story residence and an adjacent shed (barn). The subject property is located 289 First Street in Sonoma, CA.

The asbestos and lead survey consisted of destructive and non-destructive sampling methods of the interiors and the exteriors of the buildings. Every reasonable effort was made to access all areas of the property to determine conditions representative of the entire building. Access was arranged by Mr. Charlie Higgins of the City of Sonoma.

In general, the building materials were very similar in construction, finish and appearance. Specifically, Millennium's field observations noted the following:

CONSTRUCTION TYPE: Two single-story, wood framed buildings on reinforced concrete footings.

FINISHES:	The house is finished with hard wood floors, resilient sheet flooring is located in the kitchen, laundry room and rear corridor. The barn interior was inaccessible and unsafe. Drywall systems on interior walls and ceilings throughout all areas, exterior walls are finished with painted wood siding.
ROOFING:	Composite roofing shingles with felt underlayment.
WINDOWS:	Wood-framed.
EXTERIOR DOORS:	Wood doors with wood trim.

4.0 ACM MATERIAL SURVEY

Survey activities were carried out by Ben Curry, Certified Asbestos Consultant No. 09-4549, as required by 1529 (b) of Title 8 of the California Code of Regulations (CCR).

4.1 ACM SURVEY OVERVIEW

A preliminary walk-through of the subject property buildings was performed to familiarize the inspector(s) with the structures and to identify suspect ACM.

During the walk-through, heating, ventilation and air conditioning (HVAC) ducting; hot and cold water supply piping; other mechanical systems requiring thermal system insulation (TSI); and other suspect applications were inspected for suspect asbestos-containing TSI. The interiors and the exteriors of the buildings were assessed for suspect asbestos-containing surfacing materials, suspect asbestos-containing miscellaneous friable materials, suspect asbestos-containing Category I non-friable materials, and suspect asbestos-containing Category II non-friable materials. Friable materials are defined as those materials, when dry, that can be crumbled or reduced to powder by hand pressure. Category I non-friable materials are defined as packing, gaskets, asphalt roofing materials and resilient flooring materials and associated mastics in which the asbestos fibers are bound within a resinous matrix. Category II non-friable materials are defined as other non-friable materials such as transite in which the asbestos fibers are bound within a cement-like matrix.

During the walk-through, homogeneous sample groups (HSGs) were identified in each of the buildings. Based on the identified HSG and analytical data, a bulk-sampling plan for suspect ACM was developed.

Bulk sampling was conducted in accordance with procedures outlined in the Asbestos Hazard Emergency Response Act (40 CFR 763.86, Sampling). The procedure requires the inspector(s) to select random sampling locations from homogeneous materials suspected to contain asbestos.

Fifteen (15) suspect ACM bulk samples were collected throughout the property. The samples were shipped under chain-of-custody procedures to EMSL Analytical Laboratory, located in San Leandro, California. EMSL is accredited by the California Department of Health Services and National Institute of Standards and Technology's National Voluntary Laboratory Accreditation Program. The ACM bulk samples were analyzed using Polarized Light Microscopy (PLM) in accordance with the EPA Interim Method of Asbestos in Bulk Insulation Samples as defined in 40 CFR 763, Appendix E to Subpart E (EPA Method 600/M4-82-020).

4.2 ACM SURVEY RESULTS

The sample locations and results are presented in Table 1, attached to this report. The location of each sample is provided in Appendix A; the analytical laboratory report is provided in Appendix B.

4.2.1: Based on the analytical results of the samples surveyed during this time, the summarized inventory of materials tested and found **TO** contain asbestos is described below:

Roofing Systems:

- Roof Mastic – Rear addition roof (4%)

5.0 LEAD SURVEY

Millennium conducted a modified lead-survey of the facility using an X-ray fluorescence analyzer (XRF) with additional bulk sampling in accordance with industry standards in existence the time of the project. An XRF paint analyzer was used to analyze painted surfaces and architectural components for lead presence. A Millennium California State Certified Inspector/Assessor performed the XRF testing with an X-Ray Fluorescence handheld unit. This unit uses a radioactive source of cadmium 109. The model used was a Niton XLp 303A #21870 by Thermo Scientific. It was calibrated to NIST standard lead concentration samples prior to and after its use. Uncoated surfaces such as unpainted aluminum window frame and other bare materials were not tested.

XRF results are classified as positive, negative, or inconclusive. A positive classification indicates that lead is present on the testing combination above the EPA standard of 1.0 mg/cm². A positive XRF result is any value greater than the upper bound of the inconclusive range [specified on the performance characteristic sheet of the system] or greater than or equal to the threshold. A negative classification indicates that lead is not present on the testing combination at or above the EPA standard of 1.0 mg/cm^2. A negative XRF result is any value less than the lower bound of the inconclusive range, or less than the threshold, specified on the performance characteristic sheet.

An inconclusive classification indicates that the XRF cannot determine with reasonable certainty whether lead is present on the testing combination at or above the EPA standard. An inconclusive XRF result is any value falling within the inconclusive range on the performance characteristic sheet (including the boundary values defining the range). In the event in which multiple readings result as “inconclusive”, all inconclusive results should be confirmed by bulk sampling and laboratory analysis, unless the client wishes to assume that all inconclusive results are positive.

An insufficient (value designated with an “i” on the XRF tables) test indicates that the XRF analysis at the specific time cannot determine a precise XRF value within a reasonable time limit. This may be due to internal processing bugs between the XRF analyzer and the hardware running the program while attempting to analyze the surface. Additionally, on these rare occasions, the XRF may render a “false positive” result which should be noted, but not considered a true representation of lead on the painted surface. In the event of an “insufficient test result” or “false positive” it is recommended that additional readings be captured on similar, if not the same, painted areas to acquire a true representation of lead on the painted surface.

Millennium collected 3 bulk samples throughout the site, which were held and sent to a certified laboratory under chain of custody. The samples were shipped under chain-of-custody procedures to

EMSL Analytical Laboratory, located in San Leandro, California. EMSL is accredited by the California Department of Health Services and National Institute of Standards and Technology's National Voluntary Laboratory Accreditation Program. The lead bulk samples were analyzed by EPA Method 3050/7420.

Worker Protection and Waste Definitions of Lead (in paint and construction materials)

Other Regulatory Definitions of Lead Paint are detailed in 8 CCR and 22 CCR and CFR title 40 regulations. California Occupational Safety and Health (OSHA) regulations require employee personnel monitoring at any detectable lead levels of paint in a finish until statistically reliable results indicate that exposures when disturbed will remain consistently below the OSHA Action Level of 30 micrograms/m^3 and the Permissible Exposure Level of 50 micrograms/m^3 for an 8 hour day. The employer must then produce a "Negative Exposure Assessment" to indicate that it is not possible with the specific lead-based paint product and specific work practices to create excessive lead exposure levels.

5.1 LEAD SURVEY RESULTS

According to the results of the XRF Survey, the following is a list of components that contained consistent concentrations of lead-based paint (>1.0 mg/cm^2). Components throughout the building (located in reasonable proximity) with similar finishes shall also be considered as containing lead-based paint.

- Exterior: Wood siding and trim with white paint (17.8 mg/cm^2)
- Exterior: Door frame with white paint (1.4 mg/cm^2)
- Exterior: Front porch ceiling with white paint (21.2 mg/cm^2)
- Exterior: Front porch with white paint (20.2 mg/cm^2)
- Exterior: Window frame with white paint (4.7 mg/cm^2)
- Front room: Wall with light green paint (2.9 mg/cm^2)
- Living room: Wall with beige paint (3.0 mg/cm^2)
- Living room: Cabinet with white paint (4.0 mg/cm^2)
- West Bedroom: Wall with white paint (2.8 mg/cm^2)
- North Bedroom: Wall with white paint (2.7 mg/cm^2)
- Kitchen: Wall with white paint (3.4 mg/cm^2)

According to the results of the Bulk Lead Survey, the following is a list of components that contained concentrations of lead:

1. Barn – North 15,000 ppm (mg/kg)/ 1.5% wt

2. House – North 33,000 ppm (mg/kg)/ 3.3% wt
3. House - East 13,000 ppm (mg/kg)/ 1.3% wt

Prior to demolition, these regulated materials must be handled and disposed (or recycled) by trained and state licensed abatement contractors.

Tables 2, attached to this report provides a complete list of the XRF analyses.

Should construction finishes with “detectable” concentrations of lead be disturbed, OSHA compliance measures and waste characterization measures will be required. Materials not sampled, but likely to contain lead [such as metal jackets around roof pipes] have been assumed to contain lead. To determine total lead for waste characterization, suspect components with paint and substrate attached should be analyzed using the Toxic Characteristic Leaching Procedure (TCLP) or Waste Extraction Test (WET) method.

TABLES

I. ASBESTOS BULK SAMPLING DATA

II. XRF TABLE

TABLE 1

Building Material Samples-ACM

CITY OF SONOMA
MAYSONNAVE COTTAGE

Sample No.	Material Type	Location	Approx. Qty. (ft^2)	Asbestos Content/Type	EPA Category[1]	Material Condition
100909-2300	Tan vinyl sheet flooring	House - Laundry Room	N/A	Non-Detect	N/A	Poor
100909-2301	Drywall	House - Kitchen	N/A	Non-Detect	N/A	Good
100909-2302	Drywall	House - Laundry Room	N/A	Non-Detect	N/A	Poor
100909-2303	Texture Joint compound Drywall	House - Living Room	N/A	Non-Detect Non-Detect Non-Detect	N/A	Good
100909-2304	Texture Drywall	House - Front Room	N/A	Non-Detect Non-Detect	N/A	Good
100909-2305	Texture Drywall	House - Front Bathroom	N/A	Non-Detect Non-Detect	N/A	Good

TABLE 1

Building Material Samples-ACM

CITY OF SONOMA
MAYSONNAVE COTTAGE

Sample No.	Material Type	Location	Approx. Qty. (ft^2)	Asbestos Content/Type	EPA Category[1]	Material Condition
100909-2306	Roof core - Black asphalt shingles Roofing felt	House roof – North side	N/A	Non-Detect Non-Detect	N/A	Good
100909-2307	Penetration mastic	House - Addition Roof – South side	4	**4% Chrysotile**		Good
100909-2308	Gray asphalt sheeting	Barn (shed) roof	N/A	Non-Detect	N/A	Poor
100922-2011	Window Putty	House – East side		0.30% Chrysotile		

XRF Readings | The Maysonnave Cottage, 289 1st Street, Sonoma, CA | By: Ben Curry

Date	#	Result	Site/Building	Room Equivalent	Component	Substrate	Color	Condition	Pb	Pb +/-
9/9/10	1	Positive	289 First ST	CALIBRATION					1.7	0.4
9/9/10	2	Positive	289 First ST	CALIBRATION					1.6	0.4
9/9/10	3	Positive	289 First ST	CALIBRATION					1.7	0.4
9/9/10	4	Positive	289 First ST	Exterior A	Wall	Wood	White	Intact	17.8	3.6
9/9/10	5	Positive	289 First ST	Exterior A	Door Frame	Wood	White	Intact	1.4	0.3
9/9/10	6	Negative	289 First ST	Exterior A	Door	Wood	Black	Intact	< LOD	0.18
9/9/10	7	Positive	289 First ST	Exterior A	Ceiling	Wood	White	Intact	21.2	10.4
9/9/10	8	Negative	289 First ST	Exterior A	Floor	Wood	Black	Intact	< LOD	0.05
9/9/10	9	Negative	289 First ST	Exterior A	Window Frame	Wood	Black	Intact	< LOD	0.09
9/9/10	10	Negative	289 First ST	Exterior A	porch system	Wood	White	Intact	< LOD	0.03
9/9/10	11	Negative	289 First ST	Exterior A	porch system	Metal	Black	Intact	1	0.1
9/9/10	12	Positive	289 First ST	Exterior A	porch system	Wood	White	Intact	15.5	10.1
9/9/10	13	Positive	289 First ST	Exterior A	porch system	Wood	White	Intact	17.7	10.7
9/9/10	14	Positive	289 First ST	Exterior A	porch system	Wood	White	Intact	20.2	11.9
9/9/10	15	Positive	289 First ST	Exterior B	Wall	Wood	White	Intact	< LOD	11.25
9/9/10	16	Positive	289 First ST	Exterior B	Window Frame	Wood	White	Intact	4.7	2.6
9/9/10	17	Negative	289 First ST	Exterior B	Window Frame	Wood	Black	Intact	< LOD	0.12
9/9/10	18	Negative	289 First ST	Exterior B	Wall	Wood	Black	Intact	< LOD	0.26
9/9/10	19	Negative	289 First ST	Exterior C	Wall	Wood	White	Intact	< LOD	0.6
9/9/10	20	Negative	289 First ST	Exterior C	Wall	Wood	White	Intact	< LOD	0.07
9/9/10	21	Negative	289 First ST	Exterior C	Wall	Wood	White	Intact	< LOD	0.03
9/9/10	22	Positive	289 First ST	Exterior C	Wall	Wood	White	Intact	10.6	6.6
9/9/10	23	Positive	289 First ST	Exterior D	Wall	Wood	White	Intact	3.4	2
9/9/10	24	Positive	289 First ST	Exterior D	Wall	Wood	White	Intact	< LOD	11.85
9/9/10	25	Positive	289 First ST	Living Room	Wall	Drywall	lt green	Intact	2.9	1.7
9/9/10	26	Positive	289 First ST	Living Room	Wall	Drywall	lt green	Intact	2.8	1.7
9/9/10	27	Negative	289 First ST	Living Room	Door Frame	Wood	White	Intact	< LOD	0.03
9/9/10	28	Negative	289 First ST	Living Room	Door Frame	Wood	White	Intact	< LOD	0.03
9/9/10	29	Negative	289 First ST	Living Room	Door Frame	Wood	White	Intact	< LOD	0.03
9/9/10	30	Negative	289 First ST	Living Room	Door	Wood	White	Intact	< LOD	0.04
9/9/10	31	Negative	289 First ST	Living Room	Door	Wood	White	Intact	< LOD	0.43
9/9/10	32	Positive	289 First ST	Living Room 2	Wall	Drywall	beige	Intact	3	1.7
9/9/10	33	Positive	289 First ST	Living Room 2	Wall	Drywall	beige	Intact	< LOD	0.03
9/9/10	34	Positive	289 First ST	Living Room 2	Cabinet	Wood	White	Intact	4	1.2
9/9/10	35	Negative	289 First ST	Living Room 2	Window Frame	Wood	White	Intact	< LOD	0.03
9/9/10	36	Negative	289 First ST	Living Room 2	Baseboard	Wood	White	Intact	< LOD	0.03
9/9/10	37	Positive	289 First ST	Bedroom W	Wall	Drywall	White	Intact	2.8	1.6
9/9/10	38	Positive	289 First ST	Bedroom W	Wall	Drywall	White	Intact	< LOD	3.75
9/9/10	39	Positive	289 First ST	Bedroom W	Wall	Drywall	White	Intact	2.1	0.8
9/9/10	40	Positive	289 First ST	Bedroom W	Wall	Drywall	White	Intact	2.8	1.7
9/9/10	41	Positive	289 First ST	Bedroom N	Wall	Drywall	White	Intact	2.6	1.4
9/9/10	42	Positive	289 First ST	Bedroom N	Wall	Drywall	White	Intact	2.7	1.5
9/9/10	43	Negative	289 First ST	Bathroom	Wall	Drywall	White	Intact	< LOD	0.03
9/9/10	44	Negative	289 First ST	Bathroom	Door Frame	Wood	White	Intact	< LOD	0.03
9/9/10	45	Negative	289 First ST	Bathroom	Floor	Ceramic	White	Intact	< LOD	0.09
9/9/10	46	Negative	289 First ST	Kitchen	Floor	vinyl	brown & tan	Intact	< LOD	0.03
9/9/10	47	Negative	289 First ST	Kitchen	Floor	vinyl	Brown spots	Intact	< LOD	0.03
9/9/10	48	Positive	289 First ST	Kitchen	Wall	Drywall	White	Intact	3.4	1.9
9/9/10	49	Negative	289 First ST	Kitchen	Door Frame	Wood	Blue	Intact	< LOD	0.03
9/9/10	50	Negative	289 First ST	laundry room	Door Frame	Wood	White	Intact	< LOD	0.03
9/9/10	51	Negative	289 First ST	laundry room	Ceiling	fiberboard	White	Intact	< LOD	0.03
9/9/10	52	Negative	289 First ST	laundry room	Door	Wood	White	Intact	< LOD	1.49
9/9/10	53	Negative	289 First ST Shed	Exterior A	Wall	Wood	White	Intact	< LOD	0.03
9/9/10	54	Negative	289 First ST Shed	Exterior A	Wall	Wood	Black	Intact	< LOD	0.08
9/9/10	55	Negative	289 First ST Shed	Exterior B	Wall	Wood	White	Intact	< LOD	0.26
9/9/10	56	Negative	289 First ST Shed	Exterior B	Wall	Wood	Black	Intact	< LOD	0.18
9/9/10	57	Negative	289 First ST Shed	Exterior C	Wall	Wood	White	Intact	< LOD	0.03
9/9/10	58	Negative	289 First ST Shed	Exterior D	Wall	Wood	White	Intact	< LOD	0.03
9/9/10	59	Positive		CALIBRATION					1.5	0.3
9/9/10	60	Positive		CALIBRATION					1.7	0.2
9/9/10	61	Positive		CALIBRATION					1.3	0.3

Lead-based paint or glazi

<LOD= Below limit of detection

APPENDIX A

SITE MAP AND SAMPLE LOCATIONS

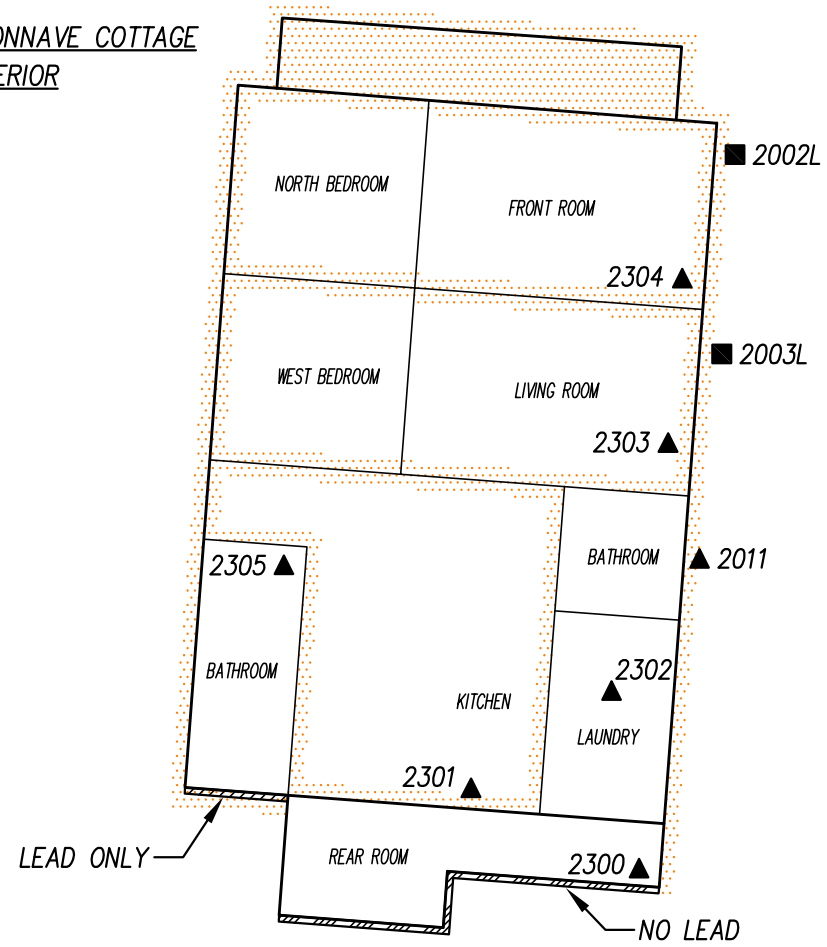
MILLENNIUM CONSULTING ASSOCIATES

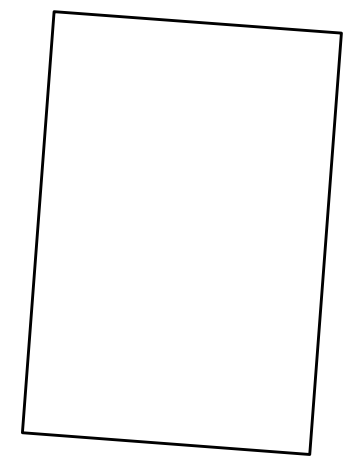
PLEASANT HILL, CA

SCALE:	APPR.1"=100'	FOR	MAYSONNAVE COTTAGE & BARN 289 FIRST ST. EAST, SONOMA, CA		
DATE:	9/24/10				
DRWN:	S.S.L.	TITLE	VICINITY MAP		
CHECKED:	M.M.M.				
APPROVED:	M.M.M.	JOB NO.	3085.2002	DWG. NO.	FIGURE - 1

D:\Land Projects 2009\Jobs\366\Phase 90\Figure\Figure-1 Vicinity Map.dwg September 24, 2010 - 3:49PM sleung

MAYSONNAVE COTTAGE
– INTERIOR



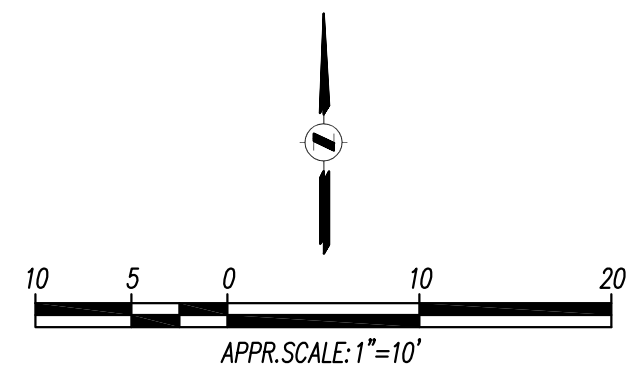


BARN – INTERIOR

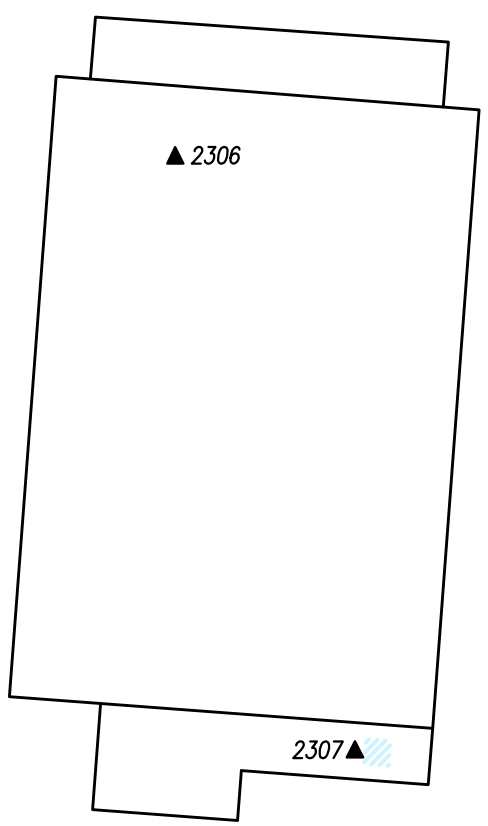
LEGEND

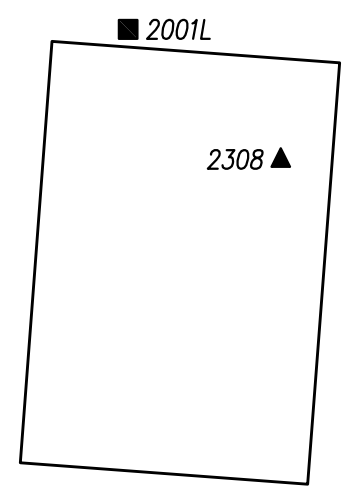
▲ 2XXX SAMPLE LOCATIONS – ASBESTOS

■ 2XXXL SAMPLE LOCATIONS – LEAD



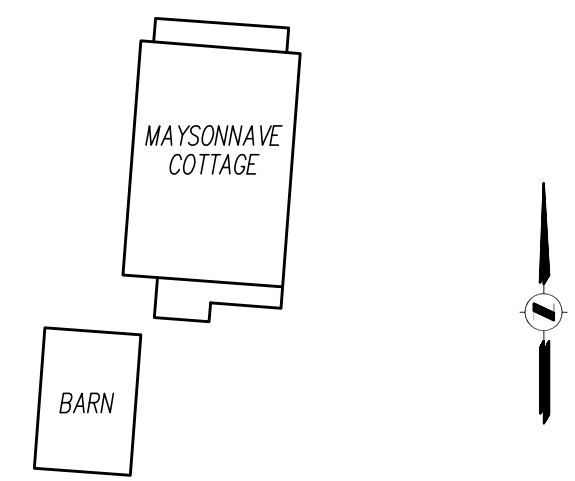
MAYSONNAVE COTTAGE
– ROOF





BARN – ROOF

KEY PLAN N.T.S.



MILLENNIUM CONSULTING ASSOCIATES
PLEASANT HILL, CA

SCALE:	APPR.1"=10'	FOR	MAYSONNAVE COTTAGE & BARN 289 FIRST ST. EAST, SONOMA, CA
DATE:	9/24/10		
DRWN:	S.S.L.	TITLE	SAMPLE LOCATIONS
CHECKED:	M.M.M.		
APPROVED:	M.M.M.	JOB NO. 3085.2002	DWG. NO. FIGURE - 2

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APPENDIX B

ASBESTOS BULK SAMPLE ANALYTICAL LABORATORY REPORTS

EMSL Analytical, Inc.
3539 East Broadway, Phoenix, AZ 85040
Phone: (602) 276-4344 Fax: (602) 276-4053 Email: phoenixlab@emsl.com

Attn: **Leanne Gosselin**
Millennium Consulting Associates, Inc.
620 Contra Costa Blvd.
Suite 102
Pleasant Hill, CA 94523

Fax: (925) 808-6708 Phone: (925) 808-6700

Project: **Job # 3085.2002 / Maysonnave Cottage**

Customer ID: MECA62
Customer PO: 5736
Received: 09/14/10 9:00 AM
EMSL Order: 121003456

EMSL Proj: City of Sonoma
Analysis Date: 9/16/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos				Asbestos
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**% Type**
100909-2300 *121003456-0001*	Back room	Brown Non-Fibrous Heterogeneous	5% 2%	Cellulose Glass	93%	Non-fibrous (other)	**None Detected**
100909-2301 *121003456-0002*	Kitchen	White Non-Fibrous Heterogeneous	10%	Cellulose	5% 85%	Non-fibrous (other) Gypsum	**None Detected**
100909-2302 *121003456-0003*	Laundry room	White Non-Fibrous Heterogeneous	10%	Cellulose	5% 85%	Non-fibrous (other) Gypsum	**None Detected**
100909-2303-Texture *121003456-0004*	Living room	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
100909-2303-Joint Compound *121003456-0004A*	Living room	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
100909-2303-Drywall *121003456-0004B*	Living room	White Non-Fibrous Homogeneous	5%	Cellulose	5% 90%	Non-fibrous (other) Gypsum	**None Detected**

Initial report from 09/17/2010 15:54:35

Analyst(s)

Carlos Rivadeneyra (12)
Michael Pohlmann (2)

Janice Jones, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. 3539 East Broadway, Phoenix AZ NVLAP Lab Code 200811-0, AZ0937

EMSL Analytical, Inc.
3539 East Broadway, Phoenix, AZ 85040
Phone: (602) 276-4344 Fax: (602) 276-4053 Email: phoenixlab@emsl.com

Attn: **Leanne Gosselin**
Millennium Consulting Associates, Inc.
620 Contra Costa Blvd.
Suite 102
Pleasant Hill, CA 94523

Fax: (925) 808-6708 Phone: (925) 808-6700

Project: **Job # 3085.2002 / Maysonnave Cottage**

Customer ID: MECA62
Customer PO: 5736
Received: 09/14/10 9:00 AM
EMSL Order: 121003456

EMSL Proj: City of Sonoma
Analysis Date: 9/16/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos				Asbestos
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**% Type**
100909-2304-Texture *121003456-0005*	Front room	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
100909-2304-Drywall *121003456-0005A*	Front room	White Non-Fibrous Homogeneous	5%	Cellulose	5% 90%	Non-fibrous (other) Gypsum	**None Detected**
100909-2305-Texture *121003456-0006*	Bathroom 1	White Non-Fibrous Homogeneous			100%	Non-fibrous (other)	**None Detected**
100909-2305-Drywall *121003456-0006A*	Bathroom 1	White Non-Fibrous Homogeneous	5%	Cellulose	5% 90%	Non-fibrous (other) Gypsum	**None Detected**
100909-2306-Shingle *121003456-0007*	House roof N	Black Non-Fibrous Heterogeneous	20%	Glass	80%	Non-fibrous (other)	**None Detected**
100909-2306-Felt *121003456-0007A*	House roof N	Black Fibrous Homogeneous	90%	Cellulose	10%	Non-fibrous (other)	**None Detected**

Initial report from 09/17/2010 15:54:35

Analyst(s)

Carlos Rivadeneyra (12)
Michael Pohlmann (2)

Janice Jones, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. 3539 East Broadway, Phoenix AZ NVLAP Lab Code 200811-0, AZ0937

EMSL Analytical, Inc.
3539 East Broadway, Phoenix, AZ 85040
Phone: (602) 276-4344 Fax: (602) 276-4053 Email: phoenixlab@emsl.com

Attn: **Leanne Gosselin**
Millennium Consulting Associates, Inc.
620 Contra Costa Blvd.
Suite 102
Pleasant Hill, CA 94523

Fax: (925) 808-6708 Phone: (925) 808-6700

Project: **Job # 3085.2002 / Maysonnave Cottage**

Customer ID: MECA62
Customer PO: 5736
Received: 09/14/10 9:00 AM
EMSL Order: 121003456

EMSL Proj: City of Sonoma
Analysis Date: 9/16/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos				Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**%**	**Non-Fibrous**	**%**	**Type**
100909-2307 *121003456-0008*	Rear addition	Black Non-Fibrous Heterogeneous	10%	Glass	86%	Non-fibrous (other)	**4%**	**Chrysotile**
100909-2308 *121003456-0009*	Shed roof	Black Non-Fibrous Heterogeneous	60%	Cellulose	40%	Non-fibrous (other)	**None Detected**	

Initial report from 09/17/2010 15:54:35

Analyst(s)

Carlos Rivadeneyra (12)
Michael Pohlmann (2)

Janice Jones, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc. 3539 East Broadway, Phoenix AZ NVLAP Lab Code 200811-0, AZ0937

THIS IS THE LAST PAGE OF THE REPORT.

EMSL Analytical, Inc
2235 Polvorosa Ave , Suite 230, San Leandro, CA 94577
Phone: (510) 895-3675 Fax: (510) 895-3680 Email: milpitaslab@emsl.com

Attn: **Leanne Gosselin**
Millennium Consulting Associates, Inc.
620 Contra Costa Blvd.
Suite 102
Pleasant Hill, CA 94523

Fax: (925) 808-6708 Phone: (925) 808-6700

Project: **5771**
Maysonnave Cottage, Sonoma
3085, 2002

Customer ID: MECA62
Customer PO: 5771
Received: 09/23/10 9:00 AM
EMSL Order: 091008449

EMSL Proj:
Analysis Date: 9/25/2010

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

			Non-Asbestos			Asbestos	
Sample	**Description**	**Appearance**	**%**	**Fibrous**	**% Non-Fibrous**	**%**	**Type**
100922-2011 Window Putty *091008449-0001*	House - east side	White Non-Fibrous Homogeneous			100% Non-fibrous (other)	**<1%**	**Chrysotile**

Initial report from 09/25/2010 11:29:30

Analyst(s)

Nonette Patron (1)

Baojia Ke, Laboratory Manager
or other approved signatory

Due to magnification limitations inherent in PLM, asbestos fibers in dimensions below the resolution capability of PLM may not be detected. Samples reported as <1% or none detected may require additional testing by TEM to confirm asbestos quantities. The above test report relates only to the items tested and may not be reproduced in any form without the express written approval of EMSL Analytical, Inc. EMSL's liability is limited to the cost of analysis. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client.Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc 2235 Polvorosa Ave , Suite 230, San Leandro CA NVLAP Lab Code 101048-3, MA AA000201, WA C2007

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MILLENNIUM
CONSULTING ASSOCIATES
A MECA Consulting, Inc. Company

091008449

Date: 9/22/10

ASBESTOS BULK SAMPLING FORM

Site: Maysonnave Cottage, Sonoma

Job #: 3085.2002

Lab: EMSL

PO #: 5771

Sample #	Sample Location	Material Description	Condition/Comments
100922-2011	House - East Side	Window Putty	

Turnaround Time (circle one): <8 hrs/Same Day 24 hrs (48 hrs) 72 hrs 5 days

Fax Results ASAP to Mark Milani **@ (925) 808-6708**

Notes: email: Lgosselin@mecaenviro.com

Released by: Ben Curry Date: 9/22/10 Time:

Received by: Date: 9-23-10 Time: 9am

Millennium Consulting Associates
620 Contra Costa Blvd., Suite 102 Pleasant Hill CA 94523 (925) 808-6700 Fax (925) 808-6708

091008449

EMSL Analytical, Inc
2235 Polvorosa Ave , Suite 230, San Leandro, CA 94577
Phone: (510) 895-3675 Fax: (510) 895-3680 Email: mllphaalab@emsl.com

Attn: **Leanne Gosselin**
Millennium Consulting Associates, Inc.
620 Contra Costa Blvd.
Suite 102
Pleasant Hill, CA 94523

Fax: (925) 808-6708 Phone: (925) 808-6700

Project: **5771**
Maysonnave Cottage, Sonoma
3085, 2002

Customer ID:	MECA62
Customer PO:	5771 / 5783
Received:	09/23/10 9:00 AM
EMSL Order:	091008449
EMSL Proj:	
Analysis Date:	9/29/2010

Test Report: Asbestos Analysis of Bulk Material via EPA 600/R-93/116. Quantitation using the 1,000 Point Count Procedure

			Non-Asbestos		Asbestos
Sample	**Description**	**Appearance**	**% Fibrous**	**% Non-Fibrous**	**% Type**
100922-2011 Window Putty *091008449-0001*	House - east side	White Non-Fibrous Homogeneous		99.70% Non-fibrous (other)	**0.30% Chrysotile**

Initial report from 09/29/2010 15:25:40

Analyst(s)

Jorge Leon (1)

Baojia Ke, Laboratory Manager
or other approved signatory

Disclaimer:Some samples may contain asbestos fibers present in dimensions below PLM resolution limits.The limit of detection as stated in the method is 0.1%. EMSL Analytical Inc suggests that samples reported as <0.1% or none detected undergo additional analysis via TEM. The above test report relates only to the items tested. This report may not be reproduced, except in full, without written approval EMSL Analytical Inc. This test report must not be used by the client to claim product endorsement by NVLAP or any agency of the United States Government. EMSL Analytical Inc. bears no responsibility for sample collection activities, analytical method limitations, or the accuracy of results when requested to separate layered samples. EMSL Analytical Inc liability is limited to the cost of sample analysis.The test results contained within this report meet the requirements of NELAC unless otherwise noted.Samples received in good condition unless otherwise noted. Samples received in good condition unless otherwise noted.
Samples analyzed by EMSL Analytical, Inc 2235 Polvorosa Ave , Suite 230, San Leandro CA NVLAP Lab Code 101048-3, MA AA000201, WA C2007

THIS IS THE LAST PAGE OF THE REPORT.

MILLENNIUM
CONSULTING ASSOCIATES
A MECA Consulting, Inc. Company

C9100 8499

Date: 9/22/10

ASBESTOS BULK SAMPLING FORM

Site: Maysonnave Cottage, Sonoma

Job #: 3085.2002

Lab: EMSL

PO #:

Sample #	Sample Location	Material Description	Condition/Comments
100922-2011	House - East Side	Window Putty	

Turnaround Time (circle one): <8 hrs/Same Day 24 hrs (48 hrs) 72 hrs 5 days

Fax Results ASAP to Mark Milani **@ (925) 808-6708**

Notes: email: lgosselin@mecaenviro.com

Released by: Beth Cung Date: 9/22/10 Time:

Received by: Date: 9-23-10 Time: 9am

Millennium Consulting Associates
620 Contra Costa Blvd., Suite 102 Pleasant Hill CA 94523 (925) 808-6700 Fax (925) 808-6708

APPENDIX C

LEAD BULK SAMPLE ANALYTICAL LABORATORY REPORTS

EMSL Analytical, Inc.
3 Cooper St., Westmont, NJ 08108
Phone: (856) 858-4800 Fax: (856) 858-9551 Email: westmontleadlab@emsl.com

Attn: **Mark M**
Millennium Consulting Associates, Inc.
620 Contra Costa Blvd.
Suite 102
Pleasant Hill, CA 94523

Fax: (925) 808-6708 Phone: (925) 808-6700

Project: **Job#3085.2002/ Maysonnave Cottage, Sonoma**

Customer ID: MECA62
Customer PO: 5769
Received: 09/24/10 3:05 PM
EMSL Order: 201013540

EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	*Lab ID*	*Collected*	*Analyzed*	*Lead Concentration*
100922-2001	*0001*		9/27/2010	1.6 % wt
	Site: Barn- North Side			
100922-2002	*0002*		9/27/2010	3.3 % wt
	Site: House- North East			
100922-2003	*0003*		9/27/2010	1.3 % wt
	Site: House- East Side			

Initial report from 09/27/2010 17:42:14

Shannon Kauffman, Lead Lab Supervisor
or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted

Samples analyzed by EMSL Analytical, Inc. 3 Cooper St., Westmont NJ NJ-NELAP: 04653, AIHA-LAP, LLC. ELLAP Accreditation 100194

201013540

201013540

Date: 9/22/10

MILLENNIUM
CONSULTING ASSOCIATES
A MECA Consulting, Inc. Company

LEAD BULK SAMPLING FORM

Site: Maysonnave Cottage, Sonoma

Lab: EMSL PO #: 57169

Job #: 3085.2002

	Sample #	Sample Location	Material Description / Substrate	Type of Sample
1	100922-2001	Barn - North side	White / Beige / Teal on Wood	Pb
2	- 2002	House - North east	White on Wood	↓
3	- 2003	House - East side	Black / White on wood	↓

Turnaround Time (circle one): <8 hrs/Same Day 24 hrs (48 hrs) 72 hrs 5 days

Fax Results ASAP to Mark Milani @ (925) 808-6708

Notes: email in Lgosselin@mecaenviro.com

Released by: [signature] Date: 9/22/10 Time:

Received by: [signature] Date: 9-23-10 Time: 9am

Millennium Consulting Associates
620 Contra Costa Blvd., Suite 102 Pleasant Hill, CA 94523 (925) 808-6700 Fax (925) 808-6708

Relinquished by EMSL 09 - San Leandro
Date: 9/23/10 1630 By: [signature]

Megan Desiderio 9/24/10

CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: **8D**

Meeting Date: **May 20, 2013**

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

Agenda Item Title

Discussion, consideration and possible action authorizing Councilmember Cook to use best judgment based on information presented when voting at meetings of the Mayors' and Councilmembers' Association of Sonoma County Legislative Committee meetings.

Summary

The Legislative Committee, established by the Mayors' and Councilmembers' Association of Sonoma County, consists of a Mayor or Councilmember from each of the member cities, chosen by their respective City Councils. Its duties are to review pending legislative and policy matters, which have the potential to affect California cities, and to determine an appropriate response on behalf of the Association. In some instances, the Committee will then send letters of support or opposition. Councilmember Cook serves as the City's representative on the Legislative Committee. Mayor Pro Tem Rouse is the Alternate.

Typically, when Councilmembers, sitting as members of outside boards, are asked to vote on an issue; they place the issue on a City Council agenda in advance of the meeting at which the vote will be taken in order to obtain direction on how their vote should be cast on behalf of the City. Frequently Councilmember Cook, as the City's representative on the Sonoma County Legislative Committee, is responsible to vote on an issue without having had enough advance notice to obtain direction from the City Council. For this reason, Councilmember Cook is requesting authorization to vote using his own discretion at the Legislative Committee meetings.

The Chair of the Legislative Committee provides a report of the Committee's activities and any actions it may have taken to the General Membership of the Association at its bimonthly meetings.

A Legislative Matrix from the May 3 Legislative Committee meeting is attached to illustrate the types of issues frequently considered by the Committee.

Recommended Council Action

Council discretion.

Alternative Actions

N/A

Financial Impact

N/A

Environmental Review	**Status**
☐ Environmental Impact Report	☐ Approved/Certified
☐ Negative Declaration	☐ No Action Required
☐ Exempt	☐ Action Requested
☒ Not Applicable	

Attachments:

May 2013 Legislative Matrix (from the May 3 Legislative Committee Agenda packet)

cc:

Sonoma County
Legislative Matrix
May 2013

Bill #	Author	Subject	Status	League Position	Sonoma Position	
AB 20	Waldron - R	**Obscene matter: minors.** This bill would impose a fine of up to $2,000 on those convicted of using a government-owned computer or network to produce or view obscene material involving minors. Revenue from this fine will be distributed to sexual assault investigator training, high technology crime task forces, direct services for victim of human trafficking, and related multi-disciplinary teams.	4/3/2013-S. PUB. S	Support	**Support**	
SB 33	Wolk - D	**Infrustructure financing districts: voter approval: repeal.** Would revise and recast the provisions governing infrastructure financing districts. The bill would eliminate the requirement of voter approval for creation of the district and for bond issuance, and would authorize the legislative body to create the district subject to specified procedures. The bill would instead authorize a newly created public financing authority, consisting of 5 members, 3 of whom are members of the city council or board of supervisors that established the district, and 2 of whom are members of the public, to adopt the infrastructure financing plan, subject to approval by the legislative body, and issue bonds by majority vote of the authority by resolution.	4/11/2013-A. DESK	Support	**Support**	
SCA 10	Wolk - D	**Legislative procedure.** The California Constitution prohibits a bill other than the Budget Bill from being heard or acted on by a committee or either house of the Legislature until the 31st day after the bill is introduced, unless the house dispenses with this requirement by rollcall vote entered in the journal, 3/4 of the membership concurring. This measure would add an additional exception to this 31-day waiting period by authorizing a committee to hear or act on a bill if the bill, in the form to be considered by the committee, has been in print and published on the Internet for at least 15 days.	1/31/13 - S. RLS.	Support	**Support**	
AB 158	Levine-D	**Single Use Carry-Out Bags**.This bill would prohibit stores from providing a single-use carryout bag to a customer and require stores of a specific size or sales volume to provide a plastic bag collection bin for their customers. The bill would also require a reusable grocery bag producer to be certified by the Department of Resources Recycling and Recovery and would allow a local jurisdiction or the state to impose civil penalties for a violation of the bill's requirements. SB 405 (Padilla) has similar intent.	4/10/2013-A. APPR.	Watch	**Consensus to Watch**	
AB 5	Ammiano - D	**Homeless Person's Bill of Rights and Fairness Act**: Under AB 5, municipalities would need to provide access to public restrooms, allow places to rest and sleep including vehicles, would remove existing "sit/lie laws" and prohibit the enactment of new such laws. Homeless persons would have the right to use public places for bodily elimination, the collection of and storage of goods, and the ability to pandhandle.	4/23/2013-A. APPR.	Oppose		

Sonoma County
Legislative Matrix
May 2013

Bill #	Author	Subject	Status	League Position	Sonoma Position	
AB 185	Hernandez - D	**Open and public meetings: televised meetings.** The Ralph M. Brown Act requires that an audio or video recording of an open and public meeting made at the direction of a local agency is subject to inspection pursuant to the California Public Records Act and may be erased or destroyed 30 days after the recording. Existing law requires that any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency. The bill would provide that an audio or video recording of an open and public meeting made at the direction of a local agency may be erased or destroyed 2 years after the recording. This bill contains other related provisions and other existing laws.	4/24/2013-A. L. GOV	Oppose		
AB 416	Gordon - D	**Cap and Trade:** would create the Local Emission Reduction Program and allocate monies to local governments for grants and other financial assistance to develop and implement greenhouse gas (GHG) emission reduction projects	4/11/2013-A. APPR.	Support		
AB 574	Lowenthal - D	**Cap and Trade**: establishes the Sustainable Communities Infrastructure Program. This bill establishes a program to allocate a portion of cap and trade revenues to help local governments to implement sustainable communities strategies, mandated by SB 375, and other regional transportation plans required by law	4/23/2013-A. NAT. RES.	Support		
AB 981	Bloom - D	**Redevelopment dissolution**.would authorize: 1) Bond proceeds issued before June 28, 2011, and backed by Low and Moderate Income Housing funds to be used for affordable housing purposes. 2) Successor agencies that receive a finding of completion to use proceeds from bonds issued before June 28, 2011, for their intended purposes.	4/24/13 - A. L. GOV	Support		
AB 1080	Alejo - D	**Community Revitalization and Investment Authorities.** This bill would authorize redevelopment authority for disadvantaged communities by creating a new entity called a Community Revitalization Investment Authority.	4/25/2013-A. L. GOV.	Support		
AB 1229	Atkins-D	**Inclusionary Housing**: This bill would additionally authorize the legislative body of any city or county to adopt ordinances to establish, as a condition of development, inclusionary housing requirements, as specified, and would declare the intent of the Legislature in adding this provision.	4/23/2013-A. H. & C.D.	Support		
AB 1373	Perez - D	**Workers' compensation: firefighters and peace officers.** Existing law specifies the time period within which various proceedings may be commenced under provisions of law relating to workers' compensation. With certain exceptions, a proceeding to collect death benefits is required to be commenced within one year from the date of death or, in some cases, from the last furnishing of benefits. However, no proceedings may be commenced more than 240 weeks from the date of injury. This bill would provide that certain proceedings related to the collection of death benefits of firefighters and peace officers may be commenced within, but no later than, an unspecified period of time and in no event more than one year after the date of death if all of the specified criteria are met, including, but not limited to, that the employee's death is the result of a specified injury.	4/25/2013-A. THIRD READING	Oppose		

Sonoma County
Legislative Matrix
May 2013

Bill #	Author	Subject	Status	League Position	Sonoma Position	
SB 7	Steinberg - D	**Public works: charter cities.** This bill would prohibit a charter city from receiving or using state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with prevailing wage provisions on any public works contract.	4/8/13 - S. Suspense File	Oppose		
SB 64	Corbett-D	**Proposition 39: implementation**: would require the California Energy Commission (CEC) to develop and administer programs to provide financial assistance to school districts and cities and counties to install energy efficiency and clean energy technology projects for their facilities.	4/23/2013-S. APPR	Support		

CITY OF SONOMA
City Council
Agenda Item Summary

Agenda Item: 10A
Meeting Date: 05/20/2013

Department	**Staff Contact**
Administration	Gay Johann, City Clerk/Assistant to the City Manager

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