

**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, October 7, 2013  
6:00 p.m.**

\*\*\*\*

**AGENDA**

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

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

**OPENING**

**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: Proclamation declaring October 2013 as Domestic Violence Awareness Month.**

**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)

**5. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL, Continued**

**Item 5B:** Approval of the Minutes of the September 16, 2013 Council meeting.  
Staff Recommendation: Approve the minutes.

**Item 5C:** Approval and ratification of the appointment of Bill D’Allaird to the Mobilehome Park Rental Review Board.  
Staff Recommendation: Approve and ratify the appointment.

**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 September 16, 2013 City Council / Successor Agency Meeting pertaining to the Successor Agency.  
Staff Recommendation: Approve the minutes.

**Item 6B:** Adoption of the Amended FY 13-14B Recognized Obligation Payment Schedule [ROPS] for the period January 1, 2014 through June 30, 2014.  
Staff Recommendation: Adopt resolution approving the ROPS.

**Item 6C:** Issuance of a Request for Qualifications for the retention of a real estate professional to assist in the marketing and sale of the property located at 32 Patten Street.  
Staff Recommendation: Authorize staff to circulate the RFQ and appoint the Mayor to the Selection Committee.

**Item 6D:** Authorization of a new appraisal of the property located at 32 Patten Street.  
Staff Recommendation: Authorize staff to commission a new appraisal.

**7. PUBLIC HEARING – None Scheduled**

**8. REGULAR CALENDAR – CITY COUNCIL**

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

**Item 8A:** Discussion, consideration and possible action on the introduction of an ordinance banning gas-powered leaf blowers.  
Staff Recommendation: Introduce the ordinance.

**Item 8B:** Discussion, consideration and possible action on the preparation of an amendment of the Management Plan for the Montini Preserve to allow leashed dogs on trails and related matters.  
Staff Recommendation: Re: Leashed dogs on trail - Council discretion; re: Dog Park Concept - Do not pursue.

**Item 8C:** Discussion, consideration and possible action providing direction to the Mayor regarding the City’s vote on appointments by the Sonoma County Mayors’ and Councilmembers’ Association at their October 10, 2013 meeting.  
Staff Recommendation: Discuss and consider, and provide direction to the Mayor regarding a recommendation for the appointments.

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

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

**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 October 3, 2013. GAY JOHANN, CITY CLERK

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

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

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



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

**City Council Agenda Item: 4A**

**Meeting Date: 10/07/2013**

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Proclamation declaring October 2013 as Domestic Violence Awareness Month.

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**Summary**

Mary Beth Cerjan, YWCA Sonoma County, requested a proclamation declaring the month of October 2013 as Domestic Violence Awareness Month. Representatives of the Sonoma County YWCA will be on hand to receive the proclamation.

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

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**Recommended Council Action**

Mayor to present the proclamation.

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**Alternative Actions**

N/A

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**Financial Impact**

N/A

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**Environmental Review**

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

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

Proclamation

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**cc:**

Mary Beth Cerjan, YWCA (via email)

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# City of Sonoma



## Proclamation

### DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, the City of Sonoma recognizes that the crime of domestic violence violates an individual's privacy, dignity, and security due to the systematic use of emotional, physical, sexual, psychological, and economic control of abuse; and

**WHEREAS**, the YWCA of Sonoma County is a women's membership organization affiliated with the 155 year old YWCA of the USA; and

**WHEREAS**, the YWCA of Sonoma County was founded in 1975 with a mission to empower, educate, and support domestic violence survivors and their children who are unsafe in their own homes; and

**WHEREAS**, domestic violence is a serious crime that affects people of all races, genders, ages, sexual orientation and income levels; and

**WHEREAS**, stopping the cycle of vicious criminal assault in the home requires a coordinated effort between the criminal justice system and the agencies that provide services to victims as well as the resolve and courage of abuse survivors; and

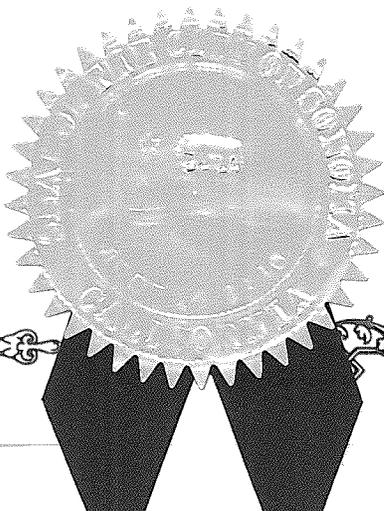
**WHEREAS**, only a collaborative community effort will put a stop to this heinous crime and all members of our community would benefit from participating in the YWCA's scheduled events and programs aimed at eliminating the use of personal and institutional violence.

**NOW, THEREFORE**, I, Ken Brown, Mayor of the City of Sonoma, do hereby proclaim October 2013 as

### DOMESTIC VIOLENCE AWARENESS MONTH in the City of Sonoma

**IN WITNESS WHEREOF**, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 7<sup>th</sup> day of October 2013.

\_\_\_\_\_  
Ken Brown, Mayor





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

City Council Agenda Item: 5B

Meeting Date: 10/07/2013

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval of the Minutes of the September 16, 2013 Council meeting.

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**Summary**

The minutes have been prepared for Council review and approval.

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**Recommended Council Action**

Approve the minutes.

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**Alternative Actions**

Correct or amend the minutes prior to approval.

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**Financial Impact**

N/A

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**Environmental Review**

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

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

Minutes

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**Alignment with Council Goals:** N/A

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**cc:** N/A

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**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, September 16, 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. Fire Division Chief Andreis led the Pledge of Allegiance.

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

ALSO PRESENT: City Manager Giovanatto, City Clerk/Assistant to the City Manager Johann, City Attorney Walter, Public Works Director Takasugi, and Planning Director Goodison.

**1. COMMENTS FROM THE PUBLIC**

Darryl Ponicsan stated that now that the Council was moving towards a ban on gas powered leaf blowers they should expect backlash from those either with a financial interest or with a dislike for any regulations. He asked the Council not to fall for the self-serving arguments.

**2. COUNCILMEMBERS' COMMENTS AND ANNOUNCEMENTS**

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

Cm. Gallian reported on a wonderful event she attended over the weekend at Stone Edge Farm.

Mayor Brown reported attendance at the High Holy Days at Congregation Shir Shalom, the rally in support of Sonoma Developmental Center, and the Mexican Independence Day festival. He dedicated the meeting in the memory of Pat Cassidy.

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

City Manager Giovanatto reported the Oversight Board would meet September 25. She commended the Sonoma Valley Fire and Rescue Authority, Schellville Fire and all the other responding fire departments for their efforts in containing the recent fire at the pallet factory on 8<sup>th</sup> Street East.

**4. PRESENTATIONS**

**Item 4A: Proclamation Declaring the City's Intent to Participate in the Great California ShakeOut on October 17, 2013**

Mayor Brown read aloud the proclamation and presented it to Fire Division Chief Andreis. Andreis reported that City personnel would open the Emergency Operations Center and conduct a tabletop earthquake drill on October 17.

**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 September 4, 2013 Council meeting.**

**Item 5C: Approval of Restructured Veterans' Cemetery Sales Charges**

**Item 5D: Adoption of a resolution distributing Growth Management allocations for the 2013-14 development year.**

**Item 5E: Adoption of Plans and Specifications and Award of Contract to Terracon Pipelines, Inc., lowest responsible bidder, for the Zone 1-2 Intertie Project No. 1302, in the amount of \$424,736.**

**Item 5F: Authorization to make appointments to Climate Action 2020 Stakeholder Advisory Group. The Mayor and Councilmember Gallian (the City Council's representative on the RCPA) were authorized to solicit and make nominations.**

**Item 5G: Approval and ratification of the appointment of Christopher Johnson as the alternate commissioner on the Design Review Commission for term ending September 16, 2015.**

**Item 5H: Adoption of Plans and Specifications and Award of Contract to Central Valley Engineering & Asphalt, Inc, lowest responsible bidder, for the 2013 Citywide Slurry Seal Project No. 1308, in the amount of \$195,514.**

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

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

**Item 6A: Approval of the portions of the Minutes of the September 4, 2013 City Council / Successor Agency Meeting pertaining to the Successor Agency.**

**Item 6B: Adoption of the FY 13-14B Recognized Obligation Payment Schedule [ROPS] for the period January 1, 2014 through June 30, 2014.**

The public comment period was opened and closed with none received. It was moved by Clm. Rouse, 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 – No Items**

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

**Item 9A: Discussion, Consideration and Possible Action to Approve the Long-Range Property Management Plan for the Disposition of 32 Patten Street.**

Planning Director Goodison reported that subsequent to the dissolution of the former redevelopment agency, and within six months of receiving a Finding of Completion (April 1, 2013) from the Department of Finance, the Successor Agency was required to submit for approval to the Oversight Board a Long-Range Property Management Plan (LRPMP) that addressed the disposition and/or use of real properties owned by the former redevelopment agency. The only property owned by the Successor Agency was the old Fire Station located at 32 Patten Street. Goodison stated that the Oversight Board would act on the LRPMP at its September 25 meeting after which it would be submitted to the Department of Finance. The LRPMP must include an inventory of all properties in the Community Redevelopment Property Trust Fund. It must address the use or disposition of all of the properties in the Community Redevelopment Property Trust Fund. Goodison added that permissible uses include 1) the retention of the property for governmental use pursuant to subdivision (a) of Section 34181, 2) the retention of the property for future development, 3) the sale of the property, or 4) the use of the property to fulfill an enforceable obligation. Staff recommended adoption of the plan which included the preferred disposition strategy of liquidating the property by placing it on the open market. To accomplish this, the Successor Agency would retain a qualified real estate professional to list the property for sale.

Mayor Brown invited comments from the public. Nancy Simpson stated that she, along with many other neighboring property owners, had participated in previous public discussions regarding the potential disposition and use of 32 Patten. She stated that due to its close proximity to schools and historic Victorian homes, the property was sensitive and it also served as a gateway to the Plaza. She stated that the property was suffering from lack of maintenance and care and she looked forward to it being put to good use. Simpson stated that she trusted the City and its planning process currently in place would ensure the site was developed appropriately.

Clm. Barbose stated there was not much for the Council to decide in the matter and the other Councilmembers agreed. Clm. Barbose added that he would love to see a group of Sonomans band together to purchase the property. It was moved by Clm. Gallian, seconded by Clm. Rouse, to adopt the resolution entitled A Resolution of the City Council as the Successor Agency to the Dissolved Redevelopment Agency of the City of Sonoma Approving the Long Range Property Management Plan. The motion carried unanimously.

**10. COUNCILMEMBERS' REPORTS AND FINAL REMARKS**

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

Clm. Cook reported on the Library Board meeting.

Clm. Barbose reported on the North Bay Watershed Association meeting.

Clm. Gallian reported on the Sonoma County Transportation Authority and the Regional Climate Protection Authority meetings.

Mayor Brown reported on the Health Roundtable meeting.

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

Clm. Gallian announced she would be attending the League of California Cities annual conference in Sacramento.

Mayor Brown announced interviews for multiple commission openings had been conducted and he was reopening recruitment for the CSEC Alternate position.

**11. COMMENTS FROM THE PUBLIC**

The public comment period was opened and closed with none received.

**12. ADJOURNMENT**

The meeting was adjourned at 6:42 p.m. in the memory of Pat Cassidy.

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: 10/07/13**

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval and ratification of the appointment of Bill D'Allaird to the Mobilehome Park Rental Review Board.

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**Summary**

The Mobilehome Park Rental Review Board consists of 7 members who serve at the pleasure of the City Council. Five of the seven members are voting members and may not be a park tenant or lessee. The other two members are non-voting members; one represents park owners and the other represents park tenants.

Residence in the City is a prequalification requirement for appointment to the Board; however, in the event that Council is unable to appoint qualified individuals who meet the residency requirement, the Council may select Board members from applicants-at-large, including those residing outside the City. [SMC 9.80.030] The five voting members serve two-year terms but are not subject to the eight-year term limit that applies to members of other City commissions. The two non-voting members serve indefinitely.

Mayor Brown and Councilmember Cook interviewed Mr. D'Allaird on September 13, 2013 and Mayor Brown has nominated him for appointment as a member of the Board.

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**Recommended Council Action**

Approve and ratify the appointment.

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**Alternative Actions**

Council discretion.

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**Financial Impact**

n/a

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**Environmental Review**

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

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

Mr.D'Allaird 's application

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cc: Bill D'Allaird via email



# CITY OF SONOMA

## COMMISSION APPLICATION



NAME: Bill D'allard

ADDRESS: 15945 Arnold Dr.

MAILING ADDRESS: Same

CONTACT INFO (Please include daytime & evening phone numbers and email address):  
933-8581      BDALLARD@GMAIL.COM

COMMISSION OF INTEREST: Mobilehome Park Rental Review

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

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

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA? 3  
PRESENT OCCUPATION: PUBLIC FINANCE

EDUCATION		
SCHOOL	MAJOR	GRADUATION DATE & DEGREE
<u>University of Illinois</u>	<u>Marketing</u>	<u>1967 BS Marketing</u>

COMMUNITY SERVICE EXPERIENCE		
ORGANIZATION	DATES SERVED	POSITION
<u>Citizens Advisory Committee</u>	<u>1990-92</u>	<u>Member</u>
<u>Anna Maria FL</u>		

(Use additional paper if necessary)

OTHER RELEVANT EXPERIENCE OR EXPERTISE: As a Public Finance

professional for various NASD Member firms, I  
visited and underwrote, provided financing, for a  
501c3 corp. to purchase 15 MHPS, in California.

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

To monitor and review change in rent at  
the parks.

WHICH ACTIVITIES OF THIS COMMISSION INTEREST YOU THE MOST? \_\_\_\_\_

Review

WHICH ACTIVITIES INTEREST YOU THE LEAST? \_\_\_\_\_

None

WHAT WOULD BE YOUR GOAL AS A COMMISSIONER? \_\_\_\_\_

Give input & listen

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

My experience in financing  
the acquisition of many mobile home parks

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Raul Pena 510-798-3109      Guy Mayenobe 438-7794

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

ARE YOU A QUALIFIED ELECTOR OF THE CITY OF SONOMA?

YES

NO

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

*[Signature]*  
Applicant Signature

8/30/13  
Date

All submitted applications are available for public inspection.

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



**CITY OF SONOMA**  
**City Council/Successor Agency**  
Agenda Item Summary

City Council Agenda Item: 6A

Meeting Date: 10/07/2013

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**Department**

Administration

**Staff Contact**

Gay Johann, City Clerk/Assistant to the City Manager

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**Agenda Item Title**

Approval of the portions of the Minutes of the September 16, 2013 City Council / Successor Agency Meeting pertaining to the Successor Agency.

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**Summary**

The minutes have been prepared for Council review and approval.

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**Recommended Council Action**

Approve the minutes.

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**Alternative Actions**

Correct or amend the minutes prior to approval.

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**Financial Impact**

N/A

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**Environmental Review**

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

**Status**

- Approved/Certified
- No Action Required
- Action Requested

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**Attachments:**

See Agenda Item 5B for the minutes

**Alignment with Council Goals:** N/A

**cc:** NA

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City of Sonoma  
**City Council**  
*as Successor Agency*  
**Agenda Item Summary**

**City Council Agenda Item: 6B**

**Meeting Date: 10/7/2013**

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**Department**

Administration

**Staff Contact**

Carol Giovanatto, City Manager

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**Agenda Item Title**

Adoption of the Amended FY 13-14B Recognized Obligation Payment Schedule [ROPS] for the period January 1, 2014 through June 30, 2014

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**Summary**

On September 16<sup>th</sup> the City Council sitting as the Successor Agency approved the Recognized Obligation Schedule for the period January 1, 2014 through June 30, 2014 [FY 13-14B]. Subsequent to that action, the Oversight Board to the former Sonoma Community Development Agency met on September 25<sup>th</sup> and approved the ROPS [FY 13-14B]. The report was filed with the Department of Finance [DOF] on September 27. The DOF denied acceptance of the ROPS pending corrections necessary on two schedules. The corrections were completed but DOF requires that both the Successor Agency and the Oversight Board approve new resolutions for the amended ROPS. The Oversight Board held a special meeting on October 3<sup>rd</sup> and approved the amended ROPS. The City as Successor Agency is presented with the amended ROPS. None of the changes were substantial and all major programs remain funded.

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**Recommended Council Action**

Acting as the Successor Agency, approve the amended ROPS for the period January 1, 2014 through June 30, 2014 as approved by the Oversight Board on October 3<sup>rd</sup>.

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**Alternative Actions**

N/A

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**Financial Impact**

Unknown at this time

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**Environmental Review**

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

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
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**Attachments:**

Amended Recognized Obligation Schedule #13-14B  
Resolution

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**cc:**

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# **CITY OF SONOMA**

RESOLUTION NO. SA \_\_ - 2013

A RESOLUTION OF THE CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF SONOMA APPROVING THE AMENDED RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JANUARY 1, 2014 THROUGH JUNE 30, 2014

WHEREAS, pursuant to Health and Safety Code Section 34180(g), the City Council as the Successor Agency is required to review and approve the Recognized Obligation Payment Schedule prepared by the Successor Agency covering a six month period; and

WHEREAS, the Successor Agency to the dissolved Redevelopment Agency of the City of Sonoma approved the Recognized Obligation Payment Schedule [FY 13-14B] for the six month period January 1, 2014 through June 30, 2014 on September 16th; and

WHEREAS, the Department of Finance required certain amendments to the original FY 13-14B ROPS which have been completed and is being resubmitted for approval by the Successor Agency and the Oversight Board, and

WHEREAS, on October 3, 2013, the Amended ROPS was presented to the Oversight Board for review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency as follows:

SECTION 1. The Successor Agency hereby approves the Amended Recognized Obligation Payment Schedule for the period January 1, 2014 through June 30, 2014, as set forth in Exhibit "A" to this Resolution and by this reference incorporated herein and resends Resolution SA 04-2013.

SECTION 2. The Board Secretary, or the City's City Manager (as the person appointed by action of the Oversight Board at its meeting of April 4, 2012, to be the designated contract person to the Department of Finance), shall transmit the approved Amended Recognized Obligation Payment Schedule to the Department of Finance, State Controller, and County Auditor-Controller in compliance with the requirements of Part 1.85 of Division 24 of the California Health and Safety Code. The staff of the Successor Agency shall take such other and further actions and sign such other and further documents as appropriate to effectuate the intent of this Resolution and to implement the Recognized Obligation Payment Schedule approved hereby on behalf of the Successor Agency.

SECTION 3. The adoption of this Resolution by the Successor Agency shall not impair the right of the Successor Agency to assert any claim or pursue any legal action challenging the constitutionality of Assembly Bill 26 from the 2011-12 First Extraordinary Session of the California Legislature ("AB 1x26") or challenging any determination by the State of California or any office, department or agency thereof with respect to the Recognized Obligation Payment Schedule approved hereby.

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not

affect the validity of the remaining portions of this Resolution. The Successor Agency hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

PASSED AND ADOPTED by the Successor Agency at a meeting held on the 7<sup>th</sup> day of October, 2013 by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Ken Brown, Mayor

ATTEST:

\_\_\_\_\_  
Gay Johann, City Clerk

**Recognized Obligation Payment Schedule (ROPS 13-14B) - Summary**

Filed for the January 1, 2014 through June 30, 2014 Period

Name of Successor Agency: Sonoma City  
 Name of County: Sonoma

Current Period Requested Funding for Outstanding Debt or Obligation		Six-Month Total
<b>A</b>	<b>Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding Sources (B+C+D):</b>	<b>\$ 8,436,533</b>
B	Bond Proceeds Funding (ROPS Detail)	8,436,533
C	Reserve Balance Funding (ROPS Detail)	-
D	Other Funding (ROPS Detail)	-
<b>E</b>	<b>Enforceable Obligations Funded with RPTTF Funding (F+G):</b>	<b>\$ 760,262</b>
F	Non-Administrative Costs (ROPS Detail)	510,262
G	Administrative Costs (ROPS Detail)	250,000
<b>H</b>	<b>Current Period Enforceable Obligations (A+E):</b>	<b>\$ 9,196,795</b>

Successor Agency Self-Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
I	Enforceable Obligations funded with RPTTF (E):	760,262
J	Less Prior Period Adjustment (Report of Prior Period Adjustments Column U)	(40,866)
<b>K</b>	<b>Adjusted Current Period RPTTF Requested Funding (I-J)</b>	<b>\$ 719,396</b>

County Auditor Controller Reported Prior Period Adjustment to Current Period RPTTF Requested Funding		
L	Enforceable Obligations funded with RPTTF (E):	760,262
M	Less Prior Period Adjustment (Report of Prior Period Adjustments Column AB)	-
<b>N</b>	<b>Adjusted Current Period RPTTF Requested Funding (L-M)</b>	<b>760,262</b>

Certification of Oversight Board Chairman:  
 Pursuant to Section 34177(m) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named agency.

\_\_\_\_\_  
 PAMELA GIBSON CHAIRPERSON  
 Name Title  
 /s/ \_\_\_\_\_  
 Signature Date

**Recognized Obligation Payment Schedule (ROPS ) 13-14B - ROPS Detail**  
**January 1, 2014 through June 30, 2014**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Funding Source															
Non-Refundable Property Tax Trust Fund															
(Non-RPTTF)															
RPTTF															
1	2003 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	6/2/2003	12/1/2033	Bank of New York	Portion of Bonds issue to fund non-housing projects	SONOMA	\$ 93,895,293	N	\$ 8,436,633	\$ -	\$ -	\$ 510,262	\$ 250,000	\$ 9,186,765
2	2003 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	6/2/2003	12/1/2033	Bank of New York	Portion of Bonds issue to fund housing projects	SONOMA	4,819,346	N						
3	2010 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/22/2010	6/30/2031	Bank of New York	Portion of Bonds issue to fund non-housing projects	SONOMA	10,164,611	N				140,329		140,329
4	2010 Tax Allocation Bond	Bonds Issued On or Before 12/31/10	9/22/2010	6/30/2031	Bank of New York	Portion of Bonds issue to fund housing projects	SONOMA	2,541,153	N				35,082		35,082
5	2011 Tax Allocation Bond	Bonds Issued After 12/31/10	3/4/2011	12/1/2037	Bank of New York	Portion of Bonds issue to fund non-housing projects	SONOMA	31,335,284	N						
6	2011 Tax Allocation Bond	Bonds Issued After 12/31/10	3/4/2011	12/1/2037	Bank of New York	Portion of Bonds issue to fund housing projects	SONOMA	4,272,994	N						
7	City of Sonoma/1993 REFA COP Financing	City/County Loans On or Before 6/27/11	6/1/2007	6/30/2013	Municipal Finance Corporation	Percentage of financing (37%) to fund Carnegie Library upgrade in 1993	SONOMA	-	Y						
8	Exchange Bank Loan	City/County Loans On or Before 6/27/11	3/1/2005	4/1/2015	Exchange Bank	Affordable Senior Housing Project purchased in 2005 to maintain affordability	SONOMA	1,720,559	N				86,784		86,784
9	Visitors Bureau Contract for Service	City/County Loans On or Before 6/27/11	3/7/2011	7/1/2016	Sonoma Valley Visitors Bureau	Contract for Marketing & Promotion	SONOMA	545,000	N				109,000		109,000
10	Historic Preservation Easement	City/County Loans On or Before 6/27/11	3/9/2011	3/9/2021	Sonoma Community Center	Acquisition of Historic Preservation Easement	SONOMA	350,000	N						
11	City Loan entered into on 08/2009	City/County Loans On or Before 6/27/11	6/2/2010	7/10/2023	Municipal Finance Corporation	Clean Renewable Energy Bonds (CREBS)	SONOMA	417,490	N				41,749		41,749
12	Public Facilities Reimbursement Agreement	City/County Loans On or Before 6/27/11	10/2/2009	1/8/2013	Friedman Brothers	Installation of Public Facilities by Private Enterprise for traffic safety	SONOMA	-	Y						
13	Memorandum of Understanding regarding Joint Funding of Economic Development Program	City/County Loans On or Before 6/27/11	1/19/2011	7/9/2012	City of Sonoma (Lead Agency for Program)	Memorandum of Understanding between: Sonoma Valley Chamber of Commerce and City of Sonoma as Successor Agency	SONOMA	-	Y						
14	Legal Services	City/County Loans On or Before 6/27/11	2/22/2012	6/30/2018	Rutan and Tucker	Legal Counsel for Successor Agency	SONOMA	40,000	N				40,000		40,000
15	Legal Services	City/County Loans On or Before 6/27/11	2/22/2012	6/30/2018	Jeffery A. Walter, a Professional Law Corporation	Legal Counsel for Successor Agency	SONOMA	25,000	N				25,000		25,000
16	Successor Agency CPA Audit	Professional Services	6/26/2006	6/30/2018	C G Uhlberg LLC	Auditing services for Successor Agency	SONOMA	13,000	N				13,000		13,000
17	Underground Fuel Storage Tank Monitoring	Remediation	1/24/2007	9/30/2013	Conestoga-Rovers Associates	Underground Storage Tank monitoring of 32 Patten, property owned by former Sonoma Community Development Agency	SONOMA	-	Y						
18	Sonoma Highway 12 - Signal Mounted Streetname Signage [carryover]	Project Management Costs	11/5/2011	6/30/2012	Hawkins Signage	Sonoma Highway 12 - Overhead Signage	SONOMA	-	Y						
19	2010 SERAF Loan Payment due to Housing Fund	City/County Loans On or Before 6/27/11	2/10/2010	6/30/2018	Sonoma County Community Development Commission/Housing Authority	Agency loan from LMI fund to CDA fund for payment of 2010 SERAF Payment	SONOMA	1,920,016	N						

**Recognized Obligation Payment Schedule (ROPS ) 13-14B - ROPS Detail**  
**January 1, 2014 through June 30, 2014**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
20	Property @ 32 Patten Street (Old Fire Station)	Property Maintenance	1/1/1986	6/30/2014	City of Sonoma	Water Utility costs for Property located at 32 Patten Street (old fire station; Board per AB1X26)	SONOMA	807	N				807	Admin	807
21	Property @ 32 Patten Street (Old Fire Station)	Property Maintenance	1/1/1986	6/30/2014	Sonoma County Tax Collector	Sewer Utility costs for Property located at 32 Patten Street (old fire station; Board per AB1X26)	SONOMA	3,511	N				3,511		3,511
22	Depot Park Project [local share; CDBG Project Grant = \$70,000]	Improvement/Infrastructure	6/1/2011	6/1/2014	Winsler & Kelly	ADA upgrade to public play structure	SONOMA	-	Y						
23	K T Carter Park Play Slide [Local match Prop 40 Grant]	Improvement/Infrastructure	5/16/2011	1/1/2013	Ross Recreation	ADA upgrade to public play structure	SONOMA	-	Y						
24	Traffic Study, Fifth West/Spain St	Improvement/Infrastructure	6/10/2011	1/1/2013	Winsler & Kelly	Final phase of Traffic Study	SONOMA	-	Y						
25	Traffic Study, Fifth West/MacArthur St	Improvement/Infrastructure	6/23/2011	1/1/2013	Winsler & Kelly	Final Phase of Traffic Study	SONOMA	-	Y						
26	Emergency/Homeless Shelter [Housing]	Professional Services	3/7/2011	6/30/2020	Sonoma Overnight Shelter	Contract for Emergency Shelter Operations	SONOMA	15,000	N				15,000		
27	Village Green II Low Income Housing USDA Loan	City/County Loans On or Before 6/27/11	5/1/2005	5/22/2035	United States Department of Agriculture	Affordable Senior Housing Project purchased in 2005 to maintain affordability	SONOMA	701,391	N						
28	Affordable Housing Projects within Project Area - 2011 CDA TAB	Bonds Issued After 12/31/10	1/30/2012	6/30/2018	Sonoma County Housing Authority	Low/Moderate Housing projects to be constructed by Sonoma County Housing Authority [Housing Successor Agency]	SONOMA	1,450,000	N	1,450,000					1,450,000
29	Sonoma Valley Community Library	Bonds Issued After 12/31/10	6/20/2011	4/16/2012	AXIS [Architect] Millennium Consulting (Audrey Abatement); City of Sonoma (project reassignment); S.W. Allen Construction (construction)	Contractual Agreement with Sonoma County Library for facility upgrade and ADA access issues funded through 2011 CDA TAB - PROJECT 100% COMPLETE	SONOMA	-	N						
30	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prjs #1,2,3,7,8,9,12,14,15,16,17,19,31	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering); Chioffi (Construction); Able Construction (Construction)	Installation of ADA ramps at intersections.	SONOMA	566,462	N						
31	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prjs # 7, 15, 16	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Design/Engineering); Able Construction (construction); Miller Pacific (geotechnical); John Meserve (arborist)	Street Reconstruction: Third St West; Fourth St West; Hayes St.	SONOMA	397,561	N						
32	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #1,12	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Design/Engineering); Chioffi (construction); Miller Pacific (geotechnical)	Leveroni, 5th St. W. - Pavement reconstruction	SONOMA	678,721	N						
33	Citywide Pavement Management/Sidewalk/ADA Projects - CDA TAB Prj 27; local match for \$133,870 CalTRANS Grant	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design)	Leveroni, Broadway turn-lane signal	SONOMA	71,785	N						

**Recognized Obligation Payment Schedule (ROPS ) 13-14B - ROPS Detail**  
**January 1, 2014 through June 30, 2014**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P													
																Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Funding Source		
																										Bonds Issued After	3/17/2011	6/30/2018
34	Bike Lane& Signage - 2011 CDA TAB Prj #28 [local match funding agreement with Sonoma County Transportation Authority grant \$135,000]	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Engineering/Design) - Crisp Construction [construction]	Comprehensive Bike Lane & signage	SONOMA	-	N																			
35	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #31	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Design/Engineering), Ghletti (Construction)	France Street Pavement reconstruction	SONOMA	382,121	N																			
36	Citywide Pavement Management/Sidewalk/ADA - 2011 CDA TAB Prjs 2, 3, 18	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Engineering), Miller Pacific (Geotechnical)	2nd St, West, 1st West, Church St, Patten St, W Spain Rehabilitation	SONOMA	1,038,989	N																			
37	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #26	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Engineering), Miller Pacific (Geotechnical), GhD (Right of Way)	Bikeway Improvement-Fryer Creek Bike/Pedestrian Bridge.	SONOMA	43,046	N																			
38	Citywide Pavement Management/Sidewalk/ADA Projects- 2011 CDA TAB PRJ #9,14,17	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Engineering), GHd (Design)	Curtin Lane, Harrington Dr Rehabilitation.	SONOMA	595,392	N																			
39	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #30	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Engineering), Miller Pacific (Geotechnical)	Napa Road pavement reconstruction	SONOMA	799,321	N																			
40	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj # 29,	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Engineering/Urban/CalTrans), Ghletti (Design/Environmental/ROV)	Chase St Bridge Reconstruction	SONOMA	-	N																			
41	Citywide Pavement Management/Sidewalk/ADA Projects	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	Fryer Creek Dr, Newcomb St, Malet Pavement	SONOMA	262,216	N																			
42	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prjs #5,6,20	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	Oregon St, 7th St West, Studley St, Barrachi St, Paleu St, Fano Dr	SONOMA	233,293	N																			
43	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prjs #11,21	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	Malet St, Broadway St.	SONOMA	437,780	N																			
44	Citywide Stormdrain Improvements - 2011 CDA TAB Prj #27	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	Broadway Storm Drain Improvements CIP #6	SONOMA	319,331	N																			
45	Citywide Stormdrain Improvements - 2011 CDA TAB Prj #24,25	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	East MacArthur Street Stormdrain: CIP #8	SONOMA	705,228	N																			
46	Citywide Stormdrain Improvements - 2011 CDA TAB Prj #22	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Design/Engineering), Ghletti (Construction)	Nathanson Creek Outfall	SONOMA	51,433	N																			
47	Citywide Stormdrain Improvements - 2011 CDA TAB Prj #23	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winstler & Kelly (Design/Engineering), Ghletti (Construction)	West MacArthur Culvert CIP#1	SONOMA	341,874	N																			
48	Sebastiani Theater ADA Improvements - 2011 CDA TAB	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	ADA upgrades to Historic Theater	SONOMA	142,000	N																			
49	Administrative Allowance for Successor Agency	Admin Costs	7/1/2012	6/30/2013	City of Sonoma as Successor Agency	Administrative costs related to the wind-down of the Redevelopment Agency	SONOMA	250,000	N					250,000	250,000													

**Recognized Obligation Payment Schedule (ROPS ) 13-14B - ROPS Detail**  
**January 1, 2014 through June 30, 2014**  
 (Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	L	M			N	O	P
												Funding Source					
												Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)	Reserve Balance	Other Funds			
Item #	Project Name / Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	Six-Month Total		
50	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prjs #1.2.3.7.8.9.12.14.15.16.17.19.31	Bonds Issued After 12/31/10	4/11/2011	6/30/2018	Winsler & Kelly (Design/Engineering/Construction) Able Construction Miller Pacific (geotechnical); John Meserve (arborist)	Installation of ADA ramps at intersections.	SONOMA	586,462	N	586,462					\$ 586,462		
51	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prjs # 7.15.16	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Design/Engineering/Construction) Ghilotti Construction Miller Pacific (geotechnical)	Street Reconstruction: Third St West, Fourth St West, Hayes St.	SONOMA	387,561	N	387,561					\$ 387,561		
52	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj. #1.12	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design)	Leveroni, 5th St. W - Pavement reconstruction	SONOMA	578,721	N	578,721					\$ 578,721		
53	Citywide Pavement Management/Sidewalk/ADA Projects - CDA TAB Prj. 27; local match for \$133,870 CalTRANS Grant	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design); Crisp Construction (Construction)	Leveroni, Broadway turn-lane signal	SONOMA	71,785	N	71,785					\$ 71,785		
54	Bike Lanes& Signage - 2011 CDA TAB Prj. #28 [local match funding agreement with Sonoma County Transportation Authority grant \$135,000]	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Design/Engineering/Construction) Ghilotti Miller Pacific (geotechnical)	Comprehensive Bike Lane & signage	SONOMA	-	N	-					\$ -		
55	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #31	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design) Miller Pacific (Geotechnical);	France Street Pavement reconstruction	SONOMA	382,121	N	382,121					\$ 382,121		
56	Citywide Pavement Management/Sidewalk/ADA CDA TAB Prjs 2. 3. 18	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design) Miller Pacific (Geotechnical); Exaro (Paving); GHD (Right of Way)	2nd St. West, 1st West, Church St, Patten St, W Spain Rehabilitation	SONOMA	1,038,989	N	1,038,989					\$ 1,038,989		
57	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #26	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design) GHD (Geotechnical)	Bikeway Improvement-Fryer Creek Bike/Pedestrian Bridge.	SONOMA	43,046	N	43,046					\$ 43,046		
58	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #9.14.17	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design) Miller Pacific (Geotechnical);	Curtin Lane, Harrington Dr Rehabilitation.	SONOMA	595,392	N	595,392					\$ 595,392		
59	Citywide Pavement Management/Sidewalk/ADA Projects - 2011 CDA TAB Prj #30	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	Winsler & Kelly (Engineering/Design) CalTra (Design/Environmental/RO)	Napa Road pavement reconstruction	SONOMA	799,321	N	799,321					\$ 799,321		
60	Citywide Pavement Management/Sidewalk/ADA Projects -2011 CDA TAB Prj # 29 Local Match for CalTrans Funding Agreement dated 6/29/2011; CalTrans Grant \$1.4 million.	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	Chase St Bridge Reconstruction	SONOMA	-	N	-					\$ -		
61	Citywide Pavement Management/Sidewalk/ADA Projects - CDA TAB Prjs 4, 10	Bonds Issued After 12/31/10	3/17/2011	6/30/2018	To be determined through bidding process	Fryer Creek Dr, Newcomb St, Malet Pavement	SONOMA	262,216	N	262,216					\$ 262,216		





**City of Sonoma**  
**City Council as Successor**  
**Agency**  
**Agenda Item Summary**

City Council Agenda Item: 6C

Meeting Date: 10/07/13

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**Department**

Planning

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Issuance of a Request for Qualifications for the retention of a real estate professional to assist in the marketing and sale of the property located at 32 Patten Street.

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**Summary**

Pursuant to legislation adopted following the dissolution of redevelopment agencies throughout the State, the Successor Agency is required to work with the Oversight Board to dispose of property assets transferred from the former Sonoma Community Development Agency to the Successor Agency, which in this case is a single parcel located at 32 Patten Street. This property, which has an area of 18,375 square feet and is zoned Mixed Use, is the City's former Fire Station, although it has been vacant for many years. As required by State law, a Long-Range Property Management Plan (LRPMP) addressing the disposition and/or use of the has been prepared. The LRPMP was adopted by the City Council (as the Successor Agency) on September 16, 2013 and by the Oversight Board on September 25, 2013.

The LRPMP for the 32 Patten Street site recommends that it be sold on the open market. In order to implement this direction, it would be desirable to obtain the services of a qualified real estate professional to assist in the marketing and sale of the property. In order to solicit and select such a professional, staff has prepared a Request for Qualifications (RFQ) for the Board's consideration. The RFQ proposes that a Selection Committee comprised of the Mayor, a member of the Oversight Board, and the City Manager review the responses and make the determination of whom to hire. Circulating the RFQ will expedite the sale of the property as, in the meantime, the LRPMP will be referred to the Department of Finance and an updated appraisal may be obtained.

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**Recommended Council Action**

1. Authorize staff to circulate the RFQ.
  2. Appoint the Mayor to the Selection Committee.
- 

**Alternative Actions**

Provide direction to staff.

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**Financial Impact**

It is anticipated that the compensation for the real estate professional selected through the RFQ process would be paid through the proceeds of the sale of the property.

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**Environmental Review**

**Status**

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

- Approved/Certified (as part of draft ordinance)
  - No Action Required
  - Action Requested
- 

**Alignment with Council Goals:**

The sale of the property at 32 Patten Street relates to the "Policy and Leadership" goal, as it responds to the requirements of State legislation while emphasizing local control to the extent possible.

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**Attachments:**

Request For Qualifications

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cc: Foothill Partners  
Elizabeth Halverson  
Nancy Simpson  
Suzanne Brangham  
Isaac Raboy

# REQUEST FOR QUALIFICATIONS

*For the Marketing and Sale of Property Located at 32 Patten Street*

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## **Request**

The Successor Agency (Agency) to Sonoma's Community Development Agency is seeking the services of a qualified consultant/real estate agent to provide real estate services necessary to market and sell a vacant parcel owned by the Agency.

## **Property Description**

The site is located on the north side of Patten Street, in downtown Sonoma. It has frontage on Broadway, Patten Street, and First Street East, and an area of 18,375 square feet. The site is developed with a now vacant fire station structure, along with associated parking and landscaping. Improvements occupy 9,671 square feet and net usable space is 9,356 square feet. Easterly improvements include a two-story building made of steel, stucco, wood and concrete. The ground floor contains lobby, reception areas, offices and storage. The second floor consists of a larger meeting room, kitchen, living room, sleeping quarters and bathroom. The south side of the building features an enclosed porch, which runs the length of the building. The westerly portion of the building is a long, single story structure with 14-foot ceilings, which housed trucks and ambulances. Six roll-up doors are located on the south side of the building facing Patten Street. A paved parking lot with 12 spaces, accessible from Broadway, is located on the west side of the site.

The site is zoned Mixed Use and is located within the Downtown Planning Area. It also lies within the Historic Overlay zone. The Mixed Use zoning designation allows for a range of office, retail, and service uses, as well as multi-family residential to a maximum density of 20 units per acre, which is applicable to residential development of five or more units. Most uses are subject to use permit review by the Planning Commission, however. Although the development of the property at the maximum density allowed for under its zoning designation would not be subject to the waiting restrictions of the City's Growth Management Ordinance, the development of five or more residential units on the property would trigger the City's 20% inclusionary affordable housing requirement. If the parcel was subdivided to allow the development of eight units, which represents the maximum density allowed, one of the units would be required to be affordable at the moderate income level (as either an ownership unit or a rental). Alternatively, the site could be redeveloped with a mixed-use project or, possibly, a purely commercial project, although this would require the Planning Commission to make special findings to exempt it from the normal requirement for a residential component.

## **Property to be Sold Under Current Zoning**

The properties are to be offered for sale based on their current Mixed Use zoning designation and development potential. The Agency will not enter into any sale that is contingent upon a change in zoning or General Plan land use designation. Buyers are free to pursue a rezoning, if desired, following the sale, but the Agency makes no commitments in this regard.

## **Hazardous Materials History**

The subject property formerly included a fuel dispensing system with two underground storage tanks. These tanks were removed in 1999 and contaminated soils were removed during 2009, per an approved Remedial Action Plan. As part of the remediation of the property, monitoring wells were installed and groundwater monitoring was conducted on a quarterly basis under the supervision of the Sonoma County Department of Health Services, Environmental Health Division. The property had been listed as an active site in the SCDHS-EHS Local Oversight Program and was identified as SCDHS-EHD Site #00023763 and as SFBRWQCB Site #49-0295. However, as of 2012, the site is considered to be closed by the SCDHS as the remediation plan was successfully implemented. An approved soils management plan has been prepared in the event of the future redevelopment of the site.

## **Estimate of Value**

The current value of the property is estimated at \$825,000, based on an updated appraisal prepared by John Clifford and Associates, completed on September 24, 2012. This appraisal reflects the significant downturn in property values that occurred following the recession. In addition, it is based on the redevelopment of the site with a specific development plan that does not necessarily represent the “highest and best use” of the property. A more intensive development could warrant a higher valuation. However, more intense uses of the property have previously been met with neighborhood opposition and therefore may not be feasible. An updated appraisal will be prepared, based on the “highest and best use” of the property. This appraisal will be available within 30-45 days.

## **Entitlements**

The property has no development entitlements at this time. The Agency recognizes that obtain the maximum possible value from the sale of the property, a prospective buyer may wish to obtain planning and development entitlements prior to the close of escrow. However, the Agency will only entertain this option with respect to prospective purchases with a proven and successful track record of obtaining such approvals.

## **Consultant Qualifications**

Each firm and/or agent submitting a response to this request must have the capability to provide the full range of marketing and agent services associated with the sale of commercial property. The work performed by the firm shall be performed by, or where appropriate, under the direction of, personnel possessing the appropriate State of California professional licenses or other certifications required or desirable for the various disciplines necessary for successful sale of real property. Quality of performance, experience, compensation proposal, concepts for achieving success for the Agency, and ability to communicate well with city staff and prospective buyers will be among the factors considered.

## **Statement of Qualifications**

The statement of qualifications should include the following:

- Brief discussion of the agent's/firm's history.
- Statements of professional qualifications of personnel identified to perform services. Please include full resumes of staff that will be assigned to the task outlined in this request for qualifications.
- Marketing techniques that would be employed in the sale of the properties.
- Expectations for price and time to complete a sale (including supporting materials, such as recent comparables).
- Recommendations regarding price and terms to be offered.
- Proposed compensation.
- Identification of at least three references for similar types of property sale projects.

The statement of qualifications should be mailed or delivered to:

City of Sonoma  
Attn. David Goodison  
#1 the Plaza  
Sonoma, CA 95476

## **Schedule**

The response deadline and review of proposals shall take place as set forth below. The Agency reserves the right to amend, withdraw and cancel this RFQ. The Agency reserves the right to reject all responses to this RFQ at any time. The Agency reserves the right to request or obtain additional information about any and all submittals.

- Statements of Qualification are due no later than October 18, 2013 at 5:00 PM.
- Selection panel, consisting of two members of the Oversight Board and the City Manager, meets to review proposals and make a consultant selection. (Note: The Selection Panel may or may not choose to conduct interviews.)
- Selected consultant notified week of October 29, 2013.

City/Agency staff shall notify all of the consultants of the selection panel's decision.

### **Cost of RFQ Preparation**

The Agency shall not be liable for any expenses incurred by any consultant preparing a submittal in response to this RFQ. Each consultant shall protect, defend, indemnify, and hold harmless the city from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ.

### **Questions**

Questions about this RFQ should be directed to David Goodison, Planning Director (707-938-3681) or via email: [dgoodison@sonomacity.org](mailto:dgoodison@sonomacity.org).

### **Attachments:**

1. Location Map
2. Site Plan
3. Plat Map/Legal Description
4. Applicable Zoning Regulations
5. Alternatives Report



**City of Sonoma**  
**City Council as Successor**  
**Agency**  
**Agenda Item Summary**

City Council Agenda Item: 6D

Meeting Date: 10/07/13

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**Department**

Planning

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Authorization of a new appraisal of the property located at 32 Patten Street.

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**Summary**

As described in the Long Range Property Management Plan (LRPMP) addressing the 32 Patten Street site, which the City Council reviewed and adopted at its meeting of September 16, 2013, the most recent appraisal prepared for the property was completed a year ago. This appraisal (which is included as an appendix to the LRPMP) identifies an estimated value of \$825,000. However, this valuation is based on a specific development proposal rather than an analysis of the “highest and best use” of the property. A “highest and best use” assessment may result in a somewhat inflated estimate of value, as due to various site constraints including the location of the site in a commercial/residential transition area, it would be difficult to obtain use permit approval for any development plan perceived to be overly intense. Nonetheless, it is staff’s view that such a valuation will still provide the City Council and the Oversight Board with a better benchmark for comparing competing offers on the property than the current appraisal. In addition, the current appraisal is rather dated, as market conditions have changed over the last twelve months. For these reasons, staff recommends that the City Council concur with the Oversight Board in authorizing the preparation of a new appraisal, based on a “highest and best use” valuation.

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**Recommended Council Action**

Authorize staff to commission a new appraisal.

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**Alternative Actions**

Decline to authorize a new appraisal.

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**Financial Impact**

It is anticipated that the cost of a new appraisal based on a “highest and best use” evaluation will not exceed \$7,000, which would be funded from the Administrative Fees the Successor Agency receives through Department of Finance.

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**Environmental Review**

**Status**

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

- Approved/Certified (as part of draft ordinance)
  - No Action Required
  - Action Requested
- 

**Alignment with Council Goals:**

The sale of the property at 32 Patten Street relates to the “Policy and Leadership” goal, as it responds to the requirements of State legislation while emphasizing local control to the extent possible.

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**Attachments:**

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cc: Foothill Partners  
Elizabeth Halverson  
Nancy Simpson  
Suzanne Brangham  
Isaac Raboy



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

City Council Agenda Item: 8A

Meeting Date: 10/07/13

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**Department**

Planning

**Staff Contact**

David Goodison, Planning Director

---

**Agenda Item Title**

Discussion, consideration and possible action on the introduction of an ordinance banning gas-powered leaf-blowers.

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**Summary**

The City's current regulations on the use and noise levels associated with leaf-blowers were adopted in 2011. In recent months, several presentations were made to the City Council (including a petition) requesting that the regulations be revisited, with the specific suggestion that gas-powered leaf-blowers be banned. Councilmembers Barbose and Cook requested that this question be placed on an agenda for consideration, which occurred at the City Council meeting of September 4, 2013. After hearing public testimony on the matter and conducting its own discussion, the Council ultimately voted 4-1 to direct staff to prepare an ordinance banning gas-powered leaf-blowers (see attached minutes). Pursuant to that direction, staff has prepared a draft ordinance for the Council's consideration. In addition, it includes a prohibition on operating a leaf blower in a manner that directs dust and debris onto any neighboring property, which implements a direction suggested by the City Council the last time regulations on leaf-blowers were discussed. Staff would also note that the ordinance would ban gas-powered leaf blowers city-wide, with no exception for publically-owned properties (although State Parks and public schools would not be subject to the ban). In correspondence received on this matter, the suggestion was also made to prohibit more than two electric leaf blowers from being used on the same property at the same time. This suggestion was not incorporated in the draft ordinance, as the City Council has provided no direction to staff on that issue, but is mentioned for discussion. Staff would note that the noise limitations on leaf blowers set forth in the existing Noise Ordinance will continue to apply to electric leaf blowers.

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**Recommended Council Action**

Introduce the draft ordinance banning gas-powered leaf blowers.

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**Alternative Actions**

1. Introduce the ordinance with any revisions deemed necessary by the City Council.
  2. Decline to introduce an ordinance banning gas powered leaf blowers.
  3. Provide direction to staff on any additional information that the Council may require.
- 

**Financial Impact**

The Public Works Director has researched the cost of switching to battery-powered leaf-blowers and estimates it to be approximately \$10,000. In addition, the City contracts out for the maintenance of eight of its sixteen parks and for its two affordable senior apartment projects. In the event that a ban on gas-powered leaf-blowers is adopted, it is possible that contract maintenance costs could increase. Depending upon the outcome of the ordinance, staff may bring forward an amendment to the FY 13-14 Budget to fund the additional cost of implementing this regulation.

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**Environmental Review**

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

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested (as part of draft ordinance)
-

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**Alignment with Council Goals:**

While revisiting the regulations pertaining to leaf-blowers is not directly related to any of the Council's adopted goals, if there is majority interest in doing so, it can be accommodated as part of the normal workload.

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**Attachments:**

1. Draft ordinance
  2. City Council minutes of September 4, 2013
  3. Correspondence
- 

**cc:** Dan Takasugi, City Engineer/Bret Sackett, Police Chief  
Darryl Ponicsan  
Mailing list of local landscape contractors

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**CITY OF SONOMA**

**ORDINANCE NO. XX - 2013**

**AN ORDINANCE OF THE CITY OF SONOMA AMENDING CHAPTER 9.56  
OF THE MUNICIPAL CODE BY ESTABLISHING ADDITIONAL REGULATIONS ON THE USE  
AND OPERATION OF LEAFBLOWERS**

The City Council of the City of Sonoma hereby ordains as follows:

**Section 1.** Chapter 9.56 of the Sonoma Municipal Code is hereby revised as set forth below (underlining and strikeouts indicated amended text):

**9.56.080 Other limitations.**

A. Limitations on the Idling of Commercial Vehicles. When parked within 100 feet of a residential zoning district, a driver of a commercial vehicle shall not cause or allow an engine to idle for more than five consecutive minutes, except as necessary for the loading or unloading of cargo within a period not to exceed 30 minutes.

B. Public Rights-of-Way. The direction of any amplified, transmitted or recorded sound toward a public right-of-way from a business adjacent to such right-of-way is prohibited.

C. Limitations on types of leafblowers. The use of leafblowers powered by gasoline, gasoline blends, or methanol is prohibited.

D. Limitations on use of leafblowers. No leafblower shall be operated in a manner that directs dust and debris onto any neighboring parcel.

**Section 2.** Exemption from Environmental Review.

The amendments to the Municipal Code effected by this ordinance are exempt from environmental review pursuant to Section (b)(3) of title 14 of the California Code of Regulations, as it can be determined with certainty that there is no possibility that establishing more restrictive regulations on leaf blowers, as defined, may have a significant effect on the environment.

**Section 3.** Effective Date.

This ordinance shall become effective thirty (30) days from and after the date of its passage. However, the enforcement of section 9.56.080.C shall not commence until January 1, 2014.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Sonoma this 7th day of October, 2013.

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Ken Brown, Mayor

ATTEST:

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Gay Johann, City Clerk

It was moved by Clm. Gallian, seconded by Clm. Barbose, to adopt the resolution entitled A Resolution of the City Council of the City of Sonoma In Support of Sonoma Developmental Center. The motion carried unanimously.

**Item 8B: Discussion, consideration and possible action on the question of whether to revisit the regulation of leaf-blowers, including consideration of a ban on gas-powered leaf blowers.**

Planning Director Goodison reported the City's current regulations on the use and noise levels associated with leaf-blowers were adopted in 2011. Recently, there have been several presentations to the City Council, including a petition requesting that the regulations be revisited, with the specific suggestion that gas-powered leaf-blowers be banned. Goodison added that Councilmembers Barbose and Cook requested that this question be placed on an agenda to determine whether there is majority interest in amending the current regulations.

Mayor Brown invited comments from the public. Charlene Hunter suggested that a vacuum would be better than a leaf blower. Phoenix \_\_\_\_ stated she was a former landscaper but had never used leaf blowers. She said they were ear splitting and lung clogging. Taska Lensky stated she had many trees and clearing the leaves was important to her. She questioned would it would cost her to have the leaves raked. Marianne Hammons did not like leaf blowers because of the noise and the dust. Cecilia Ponicsan stated leaf blowers were bad for plants and top soil and blew particulates into the air. She mentioned that one out of five children in Sonoma County suffered from asthma. Lawrence Ayers complained of the noise from leaf blowers and stated he had to plan his day around the leaf blowing activity around his home. Regina Baker complained that the existing time restrictions favored businesses over residents. Darryl Ponicsan stated that after hammering the Council on this issue for over eight months, he was happy to see them address it. Laurie McGovern pointed out that the air-borne particulate included fecal matter, pesticide spores and mold. Gavin McGovern stated leaf blowers were a nuisance and were an archaic tool. Bob Edwards favored a total ban stating that residents should not have to sacrifice their health in favor of landscapers. Karin Barto supported a total ban but would settle for a ban of gas-powered blowers. Connie Rhodes, a landscape designer, pointed out that leaves on the ground were beautiful and homeowners needed to change their mindset. Kat Swift, Lisa Summers, Ed Curry, Mark Genoski, Gayleen Brown, and Lawrence Brooks also spoke in support of a ban on leaf blowers.

Lynn Clary stated that the Council had previously asked for an ordinance making it illegal to blow debris into streets or other people's yards; however, it was still not on the books. Bill Botief disagreed with most of the complaints about leaf blowers and stated that people were entitled to do what they want. He suggested that enforcement of the existing ordinance was all that was needed.

Clm. Rouse stated he was not a proponent of bans and that he despised leaf blowers and suffered from allergies. He stated that many times, it was a vocal minority coming forward on an issue and he would be more comfortable if the matter was placed before all the voters of Sonoma to decide.

Clm. Barbose stated that it was time to ban gas powered. Halfway measures did not work and the Police Department had more important things to do than respond to leaf blower complaints. He stated he would like the ordinance to include a transition period and that he saw no reason

to refer the matter to a commission because it was a policy decision for the Council to make. Clm. Cook and Mayor Brown agreed.

Clm. Gallian stated she would support the ban on gas powered leaf blowers but wanted to see the use banned during the times schoolchildren were walking to and from school.

It was moved by Clm. Barbose, seconded by Clm. Gallian, to direct staff to prepare and bring back an ordinance banning gas powered leaf blowers with a three month transition period. In the future, the Council may revisit options regarding further regulation of the hours of use. The motion carried four to one, Clm. Rouse dissented.

**RECESS:** The meeting recessed from 8:10 to 8:20 p.m.

**Item 8C:      Discussion of 2013-14 City Council GOALS “Report Card”.**

City Manager Giovanatto reported that the March 25, 2013 Council goal-setting session resulted in the adoption of six goals for 2013-2014. The goals were used as guiding principles for Department Managers in preparing the City Budget and were used by all staff as a road map of priorities for this fiscal year. She stated that Council goals were not simply words on paper, but in staff’s view were words to do business by. To that end, staff prepared a “Report Card” to provide Council and the public written validation that the direction provided by Council was being implemented. The Report Card demonstrated that the City remained focused on accomplishing the goals set forth by the City Council. The six goals included thirty-seven individual action items which define its purpose. Giovanatto described the action items and reported that four had been completed, twenty-one were in process and twelve had not yet been started.

The public comment period was opened and closed with none received.

Clm. Barbose stated that the report card was great and provided a good road map. Clm. Gallian stated that the report card provided great transparency to the public. Councilmembers Rouse and Cook and Mayor Brown all complimented City Manager Giovanatto and her management team for a job well done.

**Item 8D:      Discussion, consideration and possible action relating to the Alcalde Selection Policy.**

Mayor Brown noted that none of the former Alcades were present to discuss this matter and he suggested that it be carried over to another meeting. All agreed to continue the matter to the September 16 meeting.

**8.      REGULAR CALENDAR – CITY COUNCIL, Continued**

**Item 8E:      Consideration and Possible Action to Appoint an Alternate Representative to the Sonoma Clean Power Agency [SCPA] Board.**

Clm. Gallian stated that her husband’s employment P.G.&E. created a conflict of interest for her and she would have to recuse from this matter. At 8:35 p.m., Clm. Gallian stepped down from the dais and was excused from the meeting.

**Subject:** Fwd: Leaf blower ordinance  
**Date:** Thursday, September 12, 2013 4:51:19 PM Pacific Daylight Time  
**From:** Ken Brown <ken@bearflagsocialclub.com>  
**To:** Carol Giovanatto <carolg@sonomacity.org>  
**CC:** David Goodison <davidg@sonomacity.org>, Jeff Walter <jwalter@walterpistole.com>

Begin forwarded message: FYI- Ken

**From:** Darryl Ponicsan <[darpon@comcast.net](mailto:darpon@comcast.net)>  
**Date:** September 12, 2013 4:37:57 PM PDT  
**To:** Ken Brown <[ken@bearflagsocialclub.com](mailto:ken@bearflagsocialclub.com)>  
**Cc:** [SonomaRouse@yahoo.com](mailto:SonomaRouse@yahoo.com), Steve Barbose <[sbarbose@vom.com](mailto:sbarbose@vom.com)>, [David@cvmgrapes.com](mailto:David@cvmgrapes.com), [lauriegallian@comcast.net](mailto:lauriegallian@comcast.net)  
**Subject:** Leaf blower ordinance

As you fine tune whatever ordinance you will vote on, please consider including the provision that only one blower be used at a time on any given residential lot. Should you switch from gas to electric, the use of two blowers at a time would result in the same level of intolerable noise. Thank you.

**Ken Brown**  
Mayor - City of Sonoma

[Ken@BearFlagSocialClub.com](mailto:Ken@BearFlagSocialClub.com)  
Cell 707-938-8623

Booking Agent for Mornings in Sonoma  
164 West Napa Street, Sonoma CA.

Monday-Friday 7-9 am  
SVTV Cable Comcast Cable Channel 27  
[sonomasuntv.com](http://sonomasuntv.com)  
[sonomasunfm.com](http://sonomasunfm.com)  
[sunfmtv.com](http://sunfmtv.com)

**Subject:** Fwd: FYI Re: Leaf Blower Ordinance  
**Date:** Thursday, September 5, 2013 2:37:26 PM Pacific Daylight Time  
**From:** Ken Brown <ken@bearflagsocialclub.com>  
**To:** Carol Giovanatto <carolg@sonomacity.org>  
**CC:** David Goodison <davidg@sonomacity.org>, Dan Takasugi <dtakasugi@sonomacity.org>

Begin forwarded message: FYI- Ken

**From:** Norman Carson <[empire27@hotmail.com](mailto:empire27@hotmail.com)>  
**Date:** September 5, 2013 11:57:20 AM PDT  
**To:** "[sbarbose@vom.com](mailto:sbarbose@vom.com)" <[sbarbose@vom.com](mailto:sbarbose@vom.com)>, "[ken@bearflagsocialclub.com](mailto:ken@bearflagsocialclub.com)" <[ken@bearflagsocialclub.com](mailto:ken@bearflagsocialclub.com)>, "[David@cvmgrapes.com](mailto:David@cvmgrapes.com)" <[david@cvmgrapes.com](mailto:david@cvmgrapes.com)>, "[lauriegallian@comcast.net](mailto:lauriegallian@comcast.net)" <[lauriegallian@comcast.net](mailto:lauriegallian@comcast.net)>, "[SonomaRouse@yahoo.com](mailto:SonomaRouse@yahoo.com)" <[sonomarouse@yahoo.com](mailto:sonomarouse@yahoo.com)>, "[jwalter@walterpistole.com](mailto:jwalter@walterpistole.com)" <[jwalter@walterpistole.com](mailto:jwalter@walterpistole.com)>  
**Subject: FYI Re: Leaf Blower Ordinance**

Hello All,

Just a word of caution when drafting the leaf blower ordinance. Be sure to make the language broad. In Los Angeles, about twenty years ago, they passed an anti-leaf blower law. It outlawed "gas powered" leaf blowers. After the law went into effect, all the leaf blower people amazingly started using alcohol fueled leaf blowers. They claimed they were not violating the law because the law stated no "gas" powered motors, but did not rule out alcohol powered motors.

I did some research and found that commercially available alcohol was vastly more expensive than gasoline and the gardeners could no way afford to use alcohol.

However, in order to "prove" that their fuel tanks contained gasoline and not alcohol, a chemical test was necessary. So the police would need to take fuel samples and send them to a lab for analysis. These additional steps were expensive and the result was that the law was never enforced.

The LA City Council, of course, could have just amended the statute to include alcohol, etc., but there was much controversy over several years just getting the law approved, and there was no political will to revisit that issue.

So I just mention this incident in case it could become an impediment later on.

Sincerely,

N. Carson



Date: September 9, 2013  
To: City Council Members (except Tom Rouse)  
From: Linda L. McGarr  
486 Lovall Valley Road  
RE: **GAS BLOWERS BAN**

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In anticipation of the October 7<sup>th</sup> agenda, I thank each of you, with the exception of Tom Rouse, for your consideration of our environment, plants, trees and residents of Sonoma City!

I look forward to putting this nasty issue to bed the evening of October 7.

Bcc

SEPTEMBER 2, 2013

RE: LEAF BLOWING



DEAR SONOMA CITY COUNCIL MEMBERS,

WE ARE 18-YEAR RESIDENTS IN EAST SIDE SONOMA AND CONSIDER OURSELVES TO BE IN THE LESS-VOCAL MAJORITY ON THE ISSUE OF LEAF BLOWING IN OUR TOWN. WE ARE THANKFUL THAT MAYOR PRO TEM TOM ROUSE IS GIVING MORE PEOPLE A CHANCE TO BE HEARD REGARDING REVISITING THE ISSUE .

THE CURRENT BAN LIMITATION ON HOURS OF THE DAY AND ON CERTAIN DAYS OF THE WEEK SEEMS FAIR AND GENERALLY ADHERED TO BY THE PUBLIC.

WE HAVE BACK AND FRONT PATEOS AND A LONG FRONT DRIVEWAY LEADING TO THE CURB WHICH NOT ONLY COLLECTS LEAVES BUT, WHEN NOT BLOWED AND COLLECTED OR SWEEPED AND COLLECTED, PROVIDES A DAM FOR MUD BUILD-UP. THE MUD COLLECTS ON CAR TIRES AND GETS DEPOSITED RIGHT INTO THE GARAGE--THEN INTO THE HOUSE. OUR GARDENERS' QUICK AND FLEETING LEAF-BLOWING MITIGATES./ELIMINATES THE PROBLEM.

SWEEPING: WHEN SWEEPING, THE PERSON IS ACTUALLY IN THE DUST AND INHAILING IT AND GETTING DUST-DIRTY IN HAIR AND CLOTHES. LEAF-BLOWING IS DIRECTED AWAY FROM ONE TO WHERE IT IS COLLECTED. THE TIME SPENT SWEEPING IS MUCH MORE THAN BLOWING, AND WHO WANTS TO SPEND THE TIME AND EFFORT PERSONALLY WITH BROOM IN THE DEBRIS? IF LEAF BLOWING IS BANNED, WE WILL HAVE TO TURN TO HOSING DOWN THE PATEOS, DRIVEWAY AND CURB WITH WATER WHICH IS EXPENSIVE AND NOT AT ALL WATER-CONSERVATION CONSCIOUS.

NOISE: IN CAUSAL CONVERSATION OVER THE YEARS WITH OUR NEIGHBORS, WE HAVE NOT EVER HEARD OF ANYONE EITHER NOT USING OR NOT ACCEPTING LEAF- BLOWING AT THEIR RESIDENCES. IT JUST SEEMS LIKE ACCEPTANCE OF THE SPEEDIER DEBRI-CLEARING JUST AS WE ACCEPT THE NOISE OF THE GARBAGE TRUCKS AND CANS. THE NOISES JUST DON'T LAST LONG, THEY CLEAR AWAY FAST, AND SO THEY ARE SIMPLY TOLERATED. IF ON THE PHONE WHEN LEAF-BLOWING OCCURS AT OUR HOUSE, WE JUST GO INTO ANOTHER ROOM FOR A COUPLE OF MUNUTES--IT CERTAINLY DOESN'T "DRIVE US OUT OF OUR HOUSE OR DRIVE US TO DRINK". (We only drink tea, anyway.)

EXPENSIVE CHARGES: BOTH THE CITY AND RESIDENTS WOULD BE IN FOR MORE EXPENSIVE COSTS IF REPLACING GAS BLOWERS OR IF A COMPLETE BAN OF LEAF-BLOWING OCCURS. THE EXISTENT RULES ON LEAF-BLOWING, AND THE FACT THAT THE POLICE CONFIRM THAT ONLY A FEW NOISE-COMPLAINTS ARE BEING MADE, SHOULD REMAIN AS IS.

Again, thank you to the Mayor's lone vote against revisiting the issue and to the Council for allowing others a voice--and, if necessary, we would prefer a ballot measure on the issue. (We will omit our specific names as we do not want to invite calls from what seems to be a strong and passionate vocal minority.)

APPRECIATIVE OF YOUR SERVICE TO SONOMA,

TWO EASTSIDE RESIDENTS



September 10, 2013



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

The Red Grape  
New Haven Style Pizza  
P.O. Box 2075  
529 First Street West  
Sonoma, California 95476  
707.996.4103 Tel  
707.996.6939 Fax  
www.theredgrape.com  
theredgrape@vom.com

RE: Leaf blowers

Dear Council Members,

I am asking you to take a look at some of the potential consequences that may occur if a "leaf blower ban" is adopted by the City of Sonoma:

1. Financial impact – Do we really know what the dollar cost will be for the city workers to maintain our plaza and parks? If the cost is prohibitive in the future do we remove all deciduous trees to save costs? Are we sure landscape gardening costs won't skyrocket? If residents can't keep up with clearing falling leaves will our sewers fill up with additional debris?
2. Where does it stop – Will weed eaters and lawn mowers be next? Do we ban motorcycles from the city of Sonoma? Music?

I think you get where I'm going. A ban should be carefully explored which I am sure you will do. Sonoma is not Malibu, Del Mar or even Los Altos. We are a semi-rural community with differing needs. We have a reasonable ordinance in place that may need a little policing.

The vocal minority in this community seems to want to enforce their agenda on the community at large. At the very least, I believe a leaf blower ban should be decided at the ballot.

Sincerely,

Sam Morphy  
the red grape

## Gay Johann

---

**From:** Gay Johann  
**Sent:** Monday, September 16, 2013 10:07 AM  
**To:** Barbose, Steve; David Cook (david@cvmgrapes.com); Gallian, Laurie; Gay Johann; Ken Brown; Tom Rouse (SonomaRouse@yahoo.com)  
**Subject:** FW: Leaf Blowers

Forwarding email from John Byrne, see below.

Gay Johann, MMC  
City Clerk/Assistant to the City Manager  
City of Sonoma  
No. 1 The Plaza  
Sonoma CA 95476  
707-933-2216  
707-938-2559 Fax  
[www.sonomacity.org](http://www.sonomacity.org)

---

**From:** david@cvmgrapes.com [<mailto:david@cvmgrapes.com>]  
**Sent:** Thursday, September 05, 2013 7:36 PM  
**To:** John Byrne; Carol Giovanatto  
**Subject:** Re: Leaf Blowers

Thanks for the email. I am forwarding this to the city manager so she can forward to the other council. Thanks for your email and always feel free to call or email me on any concerns in the future.  
Sent from my Verizon Wireless BlackBerry

---

**From:** John Byrne <[jrbyrne46@yahoo.com](mailto:jrbyrne46@yahoo.com)>  
**Date:** Thu, 5 Sep 2013 18:27:39 -0700 (PDT)  
**To:** [David@cvmgrapes.com](mailto:David@cvmgrapes.com)<[David@cvmgrapes.com](mailto:David@cvmgrapes.com)>  
**ReplyTo:** John Byrne <[jrbyrne46@yahoo.com](mailto:jrbyrne46@yahoo.com)>  
**Subject:** Leaf Blowers

Dear Councilman Cook,

I have been following the debate over leaf blowers in Sonoma for several years now and it seems to me that a little more tolerance is in order on both sides. I own a home here in the city and also happen to own and use an electric leaf blower. The machine is a very efficient tool, under certain circumstances.

The yard around the side of my house consists of a concrete apron extending to our fence, which I usually clean every week or so. Most of the leaves in my yard come from my neighbors overhanging trees, I don't complain to him about the mess that his trees make, he does not complain to me about the dust from my leaf blower, which in my opinion is how it should be.

I find the rake to be the most efficient tool for moving the bulk of the leaves to the end of my yard, followed by the push broom. However, to get around and behind our own potted plants and to get what the broom misses, the blower is the most efficient tool to use. I prefer to have my yard clean, not half clean, but that's just me. After the leaves

and debris are consolidated to a single pile, I scoop up the pile and put it in my yard waste barrel for weekly removal.

I also do a lot of walking around town and frequently walk through areas that are being serviced by workers using leaf blowers. I consider the noise and dust to be a minor inconvenience and understand that the workers are just doing their jobs. The workers have always either shut down or turned their blowers away from me, I have never had one continue blowing debris towards me as I walk by. The only real objection I would have to the blowers is when the leaves are not being gathered but are being blown onto adjacent property or the public street.

It is my belief that a ban on gas powered leaf blowers is an incremental step towards a total ban on all leaf blowers which I believe will deprive the do-it yourself home owner of an efficient yard tool. Hopefully, the council will keep this in mind as we move forward on this issue.

I don't have the other council members email addresses, but if you believe my opinions have merit, feel free to forward this email to them. Thanks,

John Byrne  
Sonoma, CA.

## Gay Johann

---

**From:** Carol Giovanatto  
**Sent:** Thursday, September 19, 2013 1:44 PM  
**To:** Gay Johann  
**Subject:** Fw: A user has submitted a suggestion on the SonomaCity.org website

*Sent from my Verizon Wireless Droid*

-----Original message-----

**From:** "suggestions@sonomacity.org" <suggestions@sonomacity.org>  
**To:** Suggestions Email <suggestions@sonomacity.org>  
**Sent:** Thu, Sep 19, 2013 17:55:09 GMT+00:00  
**Subject:** A user has submitted a suggestion on the SonomaCity.org website

Date : 9/19/2013

Name: Patricia Dunn-Serota

Email: [patriciads@comcast.net](mailto:patriciads@comcast.net)

Suggestion: Get rid of the leaf blowers once and for all. We have neighbors leaf blowing---more than one neighbor---EVERY morning. Please make it stop !

Oct. 1, 2013



Dear Sonoma City Council Members,

I am writing to you to express my concerns regarding the possible leaf blower ban.

A report done by California Environmental Protection Agency Air Resources Board on the Potential Health & Environment Impacts of Leaf Blowers in 2000 was unable to determine the health impact from airborne particles produced by leaf blowers to the general public because of the many variables (i.e.: surface type on which leaf blowers are used, size of area to be cleaned, the humidity level and air temperature at the time of use). That same report also noted that sweeping, raking & vacuuming could also produce a considerable amount of airborne particles.

As for the complaints regarding the noise associated with leaf blowers, since 2006 leaf blower manufactures have been successfully working to produce quieter engines with lower emissions.

I don't see how it would be possible for the Plaza (the heart of our town) to be kept up so well without the use of blowers, unless additional hours were provided to do the work manually. There are people who say that the leaves on the ground are beautiful and they should be left alone. But leaves rotting on the ground can cause damage to the grass and leaves left to rot on sidewalks may become very slippery and could pose a danger and liability to the city.

Sonoma's population is over 10,000 people yet the petition to Ban Leaf Blowers in Sonoma contains only a few hundred signatures, (many of which are not even Sonoma residents). *So why is the Counsel even entertaining the idea of this ban?*

Most of the claims made by citizens against leaf blowers, at the September 4<sup>th</sup> meeting were personal opinions and not based on facts. Attached is a copy of Leaf Blower Facts, written by Leaf Blower Information Specialist, Larry Will. In his article you will see he addresses all areas of concern raised by those opposed the use of leaf blowers. It is my hope, that the Council will review Mr. Will's fact sheet and then make an informed decision based on facts not just opinions.

Sincerely,

A handwritten signature in black ink, appearing to read "Sherri Ammann". The signature is fluid and cursive, with a large initial "S" and a long, sweeping underline.

Sherri Ammann

# Leaf Blower Facts

March 7, 2012

Some people go before governing bodies asking them to ban the use of gasoline powered leaf blowers. This is a very controversial and emotional issue for some and requires careful thought before acting. Ultimately, political action is necessary to impact the outcome of a city's decision.

I am a former Vice President of Engineering for a leading manufacturer of powered lawn care products. I address leaf blower concerns throughout the United States and Canada as a public service to residents confronted with a leaf blower issue. I have helped more than 100 communities understand the facts after which reasonable and effective ordinances have often been enacted.

The leaf blower issue boils down to one thing. It is so certain people are spared the annoyance of a neighbor grooming his yard with a tool that makes too much noise, in their opinion. Most residents are indifferent to this issue because leaf blowers, like lawn mowers or garbage trucks, are just a part of living in a crowded neighborhood and it is hard for them to believe that a leaf blower ban is even possible. Rest assured, it is.

You should know about the alternatives that are available. This document provides reliable information you will want to read in order to understand the issues.

## **Enforcement of a leaf blower ban.**

To start with, let's face this issue head on. The favorite request of anti-leaf blower activists is to issue a ban on leaf blowers. Like the eighteenth amendment, prohibition of leaf blowers will not work. I know that if you were to speak to anyone trying to enforce a leaf blower ban, they would tell you how difficult it is. In fact, it is for the most part, impossible. For this reason, Menlo Park rescinded their blower ban after several years of expense and frustration. The police in Los Angeles have publicly given up on enforcing their ban. Palo Alto, CA has discharged their only police officer assigned to citing leaf blower users for economic reasons. Santa Monica, CA has had a ban in place for 20 years and have not been able to enforce it. You can read about their problem in a report presented to the city council.

<http://leafblownoise.com/Santa%20Monica%20Report.pdf>

Police give a very low priority to chasing down leaf blower operators. After all, leaf blower users are not really criminals. They are only trying to make an honest living using a profit enhancing tool that complies with State and Federal emission and noise regulations. Some contractors will ignore a ban and risk paying a fine for this is the least expensive option, considering the time it takes to clean a yard by hand. An unenforceable ban is far worse than any regulation that takes advantage of leaf blower improvements because old, noisy and unregulated blowers remain in use.

## Controversy

My experience as an industry expert concerning this issue, goes all the way back to 1999, when I met with Dianne Wolfberg, Jack Allen and Mrs. Peter Graves as they lobbied the city of Los Angeles to enact a leaf blower ban. They managed to secure a ban, but it was extremely controversial. The ban polarized communities, those who owned and used blowers against those that didn't. It got so bad that there were even hunger strikes on the steps of City Hall, protesting the ordinance.

Many residents use professional services to maintain their properties. When a ban is enacted, as I said above, some contractors will choose to ignore it. They know that using a leaf blower is the only real way to clean a yard to the satisfaction of their customer. Should a person issue a complaint to the police, often he or she will not know the name of the contractor so the police will not know whom to confront. Further, unless there is an officer in every neighborhood 24/7, the offending contractor will most likely be gone before the police arrive since cleanup with a blower is the last thing a contractor will do before leaving the area. If a private resident is turned in to the police by a neighbor, it becomes a "he said, she said" issue and most likely will convert two somewhat tolerant neighbors into antagonistic adversaries with a "get even" attitude.

## Product changes and improvements

Leaf blowers were redesigned in response to complaints from the field. We listened to all the anti-leaf blower activists, as well as end users, contractors and retailers that had opinions regarding leaf blowers and their use. The industry systematically proceeded to eliminate the sources of these complaints over the course of several years.

More than seven years ago, this program was completed, addressing every complaint with effective product improvements, recommended legislative alternatives, and educational materials. We also brought clarity to the argument when false accusations and exaggerations were made based on claims from uninformed or outdated sources.

## Quiet Leaf Blower

As I said above, complaints about blowers are primarily noise related. Usually activists attack the gasoline powered leaf blower, but tolerate the electric version. It's not clear why. For one thing, the typical electric leaf blower is actually noisier than the gasoline blower that is specifically designed to be "Quiet". For test results, see <http://leafblownoise.com/Electric%20blower%20sound.htm>.

All other arguments negatively attributed to the gasoline powered leaf blower also apply to the electric blower, except for emissions, which I will discuss later in this document. Not all leaf blowers are considered quiet, but all are quieter than they once were. One should know that actual "Quiet" gasoline powered leaf blowers are readily available from several manufacturers. Blowers having labels that indicate they are 65 dB(A) or less are 75% quieter than blowers of older design. The whine common to outdated leaf blowers, generated by the main impeller fan, is

essentially gone on these models. Because blowers are labeled, no testing is required by the enforcement agency to determine sound level compliance. Some cities write this maximum allowable sound level into their regulation as an alternative to banning, eliminating older and louder designs. To see the leaf blower sound label found on the actual unit, check:

<http://leafblownoise.com/Sound%20label%20mounted.jpg>

## Proper Time to Use

Often the time of day a blower is used, early morning or late in the evening, is the only real problem. Many cities limit hours of use and have been successful using this approach to quiet down leaf blowers during the hours when neighborhoods should be quiet.

## The Operator May Be at Fault

One primary factor in the leaf blower issue is none other than the operator himself. I venture to say that most of the time it is an operator issue rather than a blower issue. The Kendall's of Orinda, CA repeatedly complained about the operator in their interview with CBS News Sunday Morning (November 6, 2011). In some cases they observed someone using a blower from more than a block away. Clearly their issue is with the operator and not the leaf blower per se.

Some operators are inconsiderate, but most are just uninformed and untrained. It seems unlikely, but because of cultural differences, some operators do not realize that noise and common courtesy is a concern to residents. As with everything, there is a right way and a wrong way to use a leaf blower. The State of Arizona has adopted a training requirement for all professional users. Arizona Bill:

[http://www.azleg.gov/FormatDocument.asp?format=print&inDoc=/legtext/48leg/1r/summary/h.s.b1552\\_06-27-07\\_astransmittedtogovernor.doc.htm](http://www.azleg.gov/FormatDocument.asp?format=print&inDoc=/legtext/48leg/1r/summary/h.s.b1552_06-27-07_astransmittedtogovernor.doc.htm)

## Training Manuals

The Outdoor Power Equipment Institute (OPEI) has created a bilingual booklet called "Leaf Blower, A Guide to Safe & Courteous Use" (<http://leafblownoise.com/LeafBlowerTraining.pdf>). Either is available for free distribution (make your own copies) to operators and contractors through local lawn care equipment outlets or by landscaper organizations. In some cities, the police have copies on hand to give to operators when they respond to a complaint. On occasion, cities have created their own manual, which includes the information found in the above pamphlets plus operator requirements unique to their city, such as noise limits and permitted hours of use.

Finally, there are PowerPoint and Flash presentations available on the internet that can be used as educational tools by landscapers, parks departments and trade schools.

<http://leafblownoise.com/OPEI%20Presentation/leafblower01.swf>

<http://leafblowernoise.com/OPFI%20LB%2002-10-12.pptx>

## Elements Other Than Sound

To embellish the argument in favor of a limiting leaf blower use, elements other than sound are sometimes called into issue. Blowers have been falsely accused of generating excessive exhaust pollution and particulate matter. Some would even have you believe they are hazardous to your health, which has no foundation in fact. Let me explain.

## Exhaust Emission

First of all, it is illegal for cities or states to write regulations that control emissions, even through the act of banning. Only the United States EPA has the authority to do so.

<http://leafblowernoise.com/Taken%20from%20the%20Federal%20Clean%20Air%20Act.pdf>

There are two chemically different types of exhaust emission. One is hydrocarbon emissions, which is unburned gasoline that passes straight through the engine. The other is greenhouse gas, which is what results when the gasoline passing through the engine is completely burned. With respect to hydrocarbons, a very colorful comparison some like to make is to automobiles. They say that leaf blowers are significantly worse, but this is not true. It may have been true 15 years ago, but now leaf blower engines have been substantially improved. For a given homeowner, a week's worth of driving an automobile to work (five hours on the road, 200 HP engine) is 30 times worse for the environment than a week's worth of leaf blower use (15 minutes,  $\frac{3}{4}$  HP engine). An SUV is 45 times worse. You can easily calculate what happens if two people in a household drive to work separately. For those that argue that professional landscapers run leaf blowers several hours per day, not 15 minutes per week as a typical homeowner might, keep in mind that they also care for several households in one day and more households means there will be more automobiles to add to the emission equation.

To see a detailed comparison of Automobiles to Small Engines, click the following link:

<http://leafblowernoise.com/carchart%20comparison.htm>.

## How to Require Low Emission Engines (hydrocarbons)

Legislation in the United States mandated that hydrocarbon exhaust emission from small hand held engines needed to be reduced by as much as 90% by January 1, 2005. Many designs changed so radically that completely new engine concepts were introduced. If you want to reduce hydrocarbon pollution beyond what is presently being experienced, a good approach is to eliminate the really old engines. As you now know, only the EPA can legally write rules that control emissions, but a city or county can require EPA compliant engines build after January 2005. You can tell when a blower was built by looking at the emission label attached to the engine. To see what an emission label looks like, click:

<http://leafblowernoise.com/Mounted%20emission%20Label.jpg>. If there is no emission label on an engine, it simply does not comply.

## Greenhouse Gasses

The other exhaust emission argument used relates to greenhouse gasses. Oxygen combines with the two elements found in fuel, namely hydrogen and carbon. Every ounce of it turns into an airborne gas. During complete combustion, hydrogen combines with oxygen to form water (H<sub>2</sub>O) and carbon oxidizes to form carbon dioxide (CO<sub>2</sub>), the greenhouse gas everyone is talking about.

Aspen, Colorado wanted to know what was causing greenhouse gasses in their community. They found that 555,000 tons of CO<sub>2</sub> were emitted from the transportation sector. That represents 66% of all the CO<sub>2</sub> emissions in Aspen. The other major contributor is the power generation sector. Obviously, nothing was mentioned about leaf blowers because from these engines, CO<sub>2</sub> production, measured in ounces, is insignificant.  
([http://aspenpitkin.com/Portals/0/docs/City/GreenInitiatives/Canary/COA\\_GHGInv\\_Full.pdf](http://aspenpitkin.com/Portals/0/docs/City/GreenInitiatives/Canary/COA_GHGInv_Full.pdf))

Those arguing that leaf blowers are worse than automobiles when it comes to greenhouse gasses (CO<sub>2</sub>), are once again incorrect. Because of the volume of gasoline burned in an automobile compared to that of a leaf blower per week per household, the average automobile is 230 times worse than a leaf blower. To say that these very small engines create more greenhouse gases than large automobile engines is obviously an unrealistic statement.

To learn more about greenhouse gasses, see the following web site:  
<http://www.fueleconomy.gov/feg/co2.shtml>

## Dust

Another argument used to discredit a leaf blower is its perceived ability to create dust. Scientific facts do not support such a claim. Dr. Dennis Fitz of the University of California, Riverside, conducted a study for the San Joaquin Valley Air Pollution Control District and reported that dust levels generated by a leaf blower were so low that when compared to an automobile by others, the automobile was 100 times worse than a leaf blower. You can read about this comparison at <http://leafblownoise.com/leaf%20blower%20dust.htm>.

However, it is possible to generate unwanted dust if a leaf blower is used on unstable ground. These are surfaces that have not been paved, covered with landscaping materials such as decorative rock or planted in grass. To prevent excessive dust, add an appropriate restriction to your regulation that prevents leaf blower use on unstable ground. Arizona was the first to add this restriction to a leaf blower regulation.

## High Air Flow

Leaf blowers typically do have the ability to generate air flows above 150 miles per hour. Some like to compare this to the winds of a hurricane. This is colorful, but keep in mind that this air flow is measured at the end of a hose with a two inch diameter nozzle. Ten feet away it measures about 20 to 25 miles per hour and at 20 feet, it is nearly impossible to measure. You can visualize from this that fugitive material disturbed by a leaf blower will be blown away from the

operator, but will remain within a few feet of the nozzle. A hurricane has the potential to create the kind of dust storm you saw in the news last summer from Phoenix, AZ. Essentially, there is no meaningful comparison.

## Perceived Health Hazard

Since noise is really not an issue if a city requires quiet leaf blowers, many activists have focused on the health impact. You may hear about an East Coast doctor that claims leaf blowers are hazardous to your health or that they cause asthma in children. Keep in mind that this particular doctor is only stating his personal opinion based on presumed facts, same as any other anti-leaf blower activist, not his expert professional opinion. To fully accept his comments as fact, one must inquire as to where he gets his information. Ask for supporting documentation. An expert opinion from a pulmonary doctor that is also a leaf blower expert is unlikely. A fact based study linking leaf blowers to asthma, for example, or any other respiratory ailment does not exist. In all my research, I have never found any test data or reputable report, which shows that leaf blowers cause any kind of illness. This is confirmed by the California Air Resources Board in their report to the State Legislature, which was compiled by Dr. Nancy Steele:

<http://www.arb.ca.gov/msprog/mailouts/msc0005/msc0005.pdf>.

There was an article in the Greenwich Patch, written by Patrick Barnard, June 29, 2011 stating:

*The Board of Health, which drafted the town's (Greenwich's) current noise ordinance in 1984, and amended it in 2004 and 2006 to address the use of leaf blowers, has the power to amend it again and present it to the RTM for approval. However, that seems unlikely since the board's Leaf Blower Research Subcommittee recently concluded that leaf blower noise, ... "does not pose a threat to public health," said Caroline Baisley, Greenwich Director of Public Health.*

*Baisley said the subcommittee, comprised of three doctors, found "there's no conclusive, well-grounded scientific data providing medical evidence of the health risks associated specifically with leaf blower use — and therefore recommended that no changes be made to the ordinance."*

## Seasonal Banning of Leaf Blowers

Summer bans do more harm than good. This is the time of year when there is little work for a leaf blower, except to clean grass clippings and hedge clippings from paved surfaces such as driveways and sidewalks. Not having the blower forces contractors to use water or a broom. The former is very bad for the environment, transferring debris to the storm sewer rather than blowing it back on the lawn. The latter is inefficient and incapable of doing a good job, especially around shrubs and on uneven surfaces such as bricks or cobblestone.

## Conclusion

One should take into account the many improvements made to leaf blowers over recent years and consider a leaf blower regulation that takes advantage of these improvements. It is well known throughout the industry that a landscape contractor will readily comply with any restriction that governs leaf blower use so long as he is aware of the restriction and so long as it does not take

this indispensable tool away from him through banning. Ineffective bans result in operators using all kinds of blowers, including those that are old and noisy as well as those that still contribute to exhaust pollution.

A model regulation is available at my web site. The suggested measures, if incorporated into a new regulation, will result in environmental improvements while substantially reducing the sound generated by leaf blowers in residential neighborhoods. Click the following to see this model regulation:

<http://leafblowernoise.com/MODEL%20LEAF%20BLOWER%20ORDINANCE.pdf>

Learn more at: <http://leafblowernoise.com/>

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

City Council Agenda Item: 8B

Meeting Date: 10/07/13

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**Department**

Planning

**Staff Contact**

David Goodison, Planning Director

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**Agenda Item Title**

Discussion, consideration, and possible action on the preparation of an amendment of the Management Plan for the Montini Preserve to allow leashed dogs on trails and related matters.

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**Summary**

Councilmember Barbose has requested that the City Council discuss the issue of allowing leashed dogs on trails within the Montini Preserve. The Montini Preserve encompasses approximately 98 acres of open space, including a significant portion of Sonoma's hillside backdrop. At its meeting of March 4, 2013, the City Council voted 3-2 to approve a Transfer Agreement with the Sonoma County Agricultural Preservation and Open Space District that will result in the City taking ownership of the Preserve early in 2014. The Transfer Agreement implements a number of restrictions that the City will be required to abide by, as set forth in a Conservation Easement and a Recreation Covenant. Among these restrictions is that the City will administer the Preserve in conformance with a Management Plan previously adopted by the Open Space District. The Management Plan prohibits dogs on the Montini Preserve. As discussed in the attached Supplemental Report, the Conservation Easement also sets forth a process by which the City may amend the Management Plan, subject to District review and approval. However, the issue of whether to allow leashed dogs on trails within the Montini Preserve is more than a matter of amending the Management Plan, it is a policy question with a number of potentially significant implications.

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**Recommended Council Action**

On the question of whether to direct staff to prepare an amendment to the Montini Preserve Management Plan:

1. Leashed Dogs on Trails: Council discretion.
  2. Dog Park Concept: Do not pursue.
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**Alternative Actions**

Council discretion.

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**Financial Impact**

Staff estimates that the preparation of an amendment to the Management Plan addressing leashed dogs on trails within the Montini Preserve would take approximately 6-9 months to complete at a cost of about \$7,000. An amendment that included the concept of a dog park would be somewhat lengthier and more expensive.

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**Environmental Review**

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

**Status**

- Approved/Certified
  - No Action Required
  - Action Requested
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**Alignment with Council Goals:**

While amending the Montini Preserve Management Plan is not directly related to any of the Council's adopted goals, if there is majority interest in doing so, it can be accommodated as part of the normal workload of planning staff.

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**Attachments:**

1. Supplemental Report
2. Conservation Easement
3. City/District MOU
4. Dog park concept location map
5. Correspondence

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cc: Montini/S.V. Dog Distribution List

## SUPPLEMENTAL REPORT

Discussion, consideration, and possible action on the preparation of an amendment of the Management Plan for the Montini Preserve to allow leashed dogs on trails and related matters

*For the City Council meeting of October 7, 2013*

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### **Background**

Councilmember Barbose has requested that the City Council discuss the issue of allowing leashed dogs on trails within the Montini Preserve. The Montini Preserve encompasses approximately 98 acres of open space, including a significant portion of Sonoma's hillside backdrop. It is located immediately north of the Vallejo Home State Park and extends from Fifth Street West to First Street West. The Preserve features rolling grasslands, oak woodlands, and a 9-acre pasture, with elevations ranging from 120 feet to 500 feet above sea level. The Sonoma County Agricultural Preservation and Open Space District ("District") acquired the Montini Preserve and an adjacent conservation easement from the Montini family for \$13.9 million in 2005. Of this amount, the California State Coastal Conservancy and the City of Sonoma contributed \$1.15 million and \$1.25 million, respectively, while District's contribution was \$11.5 million. The Open Space District is currently in the process of constructing a trail, along with related improvements, at a cost of approximately \$350,000.

Beginning in 2010, the City Council has been discussing the possibility of taking ownership of the Montini Preserve, as the District is not set up for the long-term management of property and typically seeks agencies and organizations to which it can transfer the property the District acquires. Following a number of hearings and discussions on the matter, the City Council at its meeting of March 4, 2013, voted 3-2 to approve a Transfer Agreement that will result in the City taking ownership of the Preserve early in 2014. The Transfer Agreement implements a number of restrictions that the City will be required to abide by, as set forth in a Conservation Easement and a Recreation Covenant. Among these restrictions is that the City will be required to administer the Preserve in conformance with a Management Plan previously adopted by the District. The Management Plan prohibits dogs on the Montini Preserve. However, as discussed below, the Conservation Easement also sets forth a process by which the City may amend the Management Plan.

Recognizing the City Council's interest in ensuring that an allowance for leashed dogs would be an option following the transfer of ownership, the District entered into a memorandum of understanding (MOU) with the City addressing that subject (attached). While the MOU does not change the parameters of the amendment process, it highlights the Council's interest in the issue and expresses the intention of the Open Space District to work with the City in good faith.

### **Management Plan Amendment Process**

In hearings on the design and layout of the trail system for the Montini Preserve, dog advocates have expressed support for allowing leashed dogs on the trails that will be developed in the Preserve. At the same time, some other members of the public have expressed reservations or opposition about that idea. As noted above, the adopted Management Plan for the Montini Preserve currently prohibits pets, including dogs. This direction was based on two factors: 1) dogs are prohibited on the City-owned Overlook Trail, to which the Montini trail would connect; and, 2) the District originally intended to transfer the Preserve to State Parks, where dogs are prohibited by State law. While under the terms of the Conservation Easement, the City would be obligated to abide by the provisions of the Management Plan following the transfer of ownership, there is a process set forth in the Conservation Easement through which the City may

seek to amend the Management Plan. However, under that process, which is set forth in Section 6.1 of the Conservation Easement, the District retains the authority to review and approve any proposed amendment to the Management Plan (section 6.1). As stated in the Conservation Easement, the District's decision as to whether to approve or deny a proposed amendment to the Management Plan "... shall be based solely upon the Revised Plan's consistency with the terms, conditions and Conservation Purpose of this Easement." Among the key provisions in that regard is found in section 5.15, "Criteria for Use": *Public low-intensity outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection.*

If the City Council were to direct staff to prepare an amendment to the Management Plan to allow leashed dogs on trails within the Preserve, that process would need to address the following issues:

- An environmental analysis would be required in order to demonstrate that the presence of dogs would not have a significant impact on the habitat values of the Preserve. A biological consultant would need to be retained to perform this evaluation.
- The City would need to analyze and demonstrate the consistency of an allowance for leashed dogs with the terms, conditions, and conservation purposes of the Conservation Easement.
- It would be necessary to address how this allowance would interface with the City-owned Overlook Trail (as the two trail systems will be connected). Currently, dogs are prohibited on the Overlook Trail.
- It would be necessary to address how this allowance would interface with the trailhead at Fourth Street West and the trail segment that runs through a portion of the Vallejo Home State Park. The Council may recall that during the design phase of the trail, it determined that it did not want the western access to extend through the Pasture property adjoining Fifth Street West. As a result of this direction, it was necessary for the Open Space District to work with State Parks to reach an agreement allowing a portion of the trail to extend into the Vallejo Home State Park, thereby allowing a connection with Fourth Street West. Under State law, dogs are prohibited on trails within State Parks. The MOU with State Parks allowing the Fourth Street West trail connection was granted in part because State Parks understood that dogs were prohibited within the Preserve. State Parks has previously expressed significant concern about this issue because of the difficulty of enforcing a system in which dogs are allowed in some areas of the Preserve while prohibited in others. If State Parks were to determine that an allowance for dogs within the Montini Preserve would adversely affect them, they could revoke permission to use their property for the Fourth Street West access. The Recreation Covenant calls upon the City make a good faith effort to permanently secure the access across the Vallejo Home State Park and in the event that the allowance for access is terminated in the future, the City would have five years to implement an alternative alignment providing for western access. The design and construction of an alternative connection would be at the City's expense.

With respect to the processing of an amendment, the City would not be able to formally submit it to the Open Space District for review until the property transfer is complete, which is expected to occur early in 2014. However, if there is majority Council interest in pursuing an amendment, work on the environmental review and other required analysis could begin now. Staff would also note that while such an amendment, if ultimately accepted by the Open Space District, would give the City Council the option for allowing leashed dogs on the trails, it would not constitute a requirement to do so. The Council would need to take subsequent action to implement that allowance, which would take the form of an ordinance amending the Municipal Code establishing the specific parameters within which leashed dogs would be

allowed. If it were subsequently determined that allowing dogs was a problem, the Council could amend the Municipal Code to prohibit them. No further change to the Management Plan would be necessary.

### **Dog Park Concept**

While the idea of allowing leashed dogs on trails was raised early on, more recently it has been suggested that perhaps a dog park could be created on a portion of the Preserve directly north of the Field of Dreams. At the direction of the City Council, planning staff previously discussed this concept with the staff of the Open Space District. They responded by stating that such a use is not compatible with the limitations imposed by the easement, specifically the allowance for “low intensity outdoor recreational uses” set forth in Sections 2.4 and 5.1.5.b. At the City Council meeting of March 4, 2013, when the Council took final action on the Transfer Agreement, Councilmembers asked Bill Keene, the General Manager of the District about his views on both the concept of leashed dogs on trails and that of a dog park. Mr. Keene stated that he did not see any significant impediment to an allowance for leashed dogs, subject the implementation of the amendment process, as this has been granted by the District in similar contexts. However, he stated that, in his view, a dog park was inconsistent with the conservation purposes associated with the Montini Preserve and was therefore quite unlikely to be approved.

*Note:* Unleashed dogs are allowed in the City dog park. Leashed dogs are allowed on the City’s bike paths, in Depot Park, Olsen Park, Nathanson Creek Park, Nathanson Garden, and Jean KT Carter Park, and in County Regional Parks, including the Maxwell Farms Regional Park. A one-acre site at Maxwell Farms had been offered by County Regional Parks for development as a dog park. However, it is not clear whether this is still an option. Regional Parks will be updating its Master Plan for the park, which would seem to provide an opportunity for dog advocates to further explore that possibility.

### **Financial Impacts**

Staff estimates that the preparation of an amendment to the Management Plan addressing leashed dogs on trails within the Montini Preserve would take approximately 6-9 months to complete at a cost of about \$7,000. An amendment that included the concept of a dog park would be somewhat lengthier and more expensive. No funds have been budgeted for purpose, so if the Council decides to pursue the preparation of an amendment, staff would return at mid-year for a corresponding budget adjustment.

### **Recommendation**

With regard to the question of whether staff should be directed to prepare an amendment to the Montini Preserve Management Plan, staff has the following recommendations:

1. *Amendment to Allow for Leashed Dogs on Trails:* Council Discretion.

The issue of whether to allow leashed dogs on trails within the Montini Preserve is more than a matter of amending the Management Plan, it is a policy question with a number of potentially significant implications. However, an amendment to the Management Plan would be necessary to implement that outcome, if that is the direction the Council ultimately chooses, and the process of preparing the amendment would provide the City Council with useful information on which to base its determination, as a well as a means of hearing both from dog advocates and those who have concerns about such an allowance.

2. *Amendment to Allow for a Dog Park:* Do not pursue.

In staff's view, there is virtually no likelihood that such an amendment would be approved and if there is majority Council interest in pursuing an amendment to allow dogs on trails, including the dog park concept would needlessly complicate that effort.

**RECORDING REQUESTED BY AND  
RETURN TO:**

Clerk of the Board of Directors  
Sonoma County Agricultural  
Preservation and Open Space District  
575 Administration Drive, Room 102A  
Santa Rosa, CA 95403

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Free Recording per Gov't Code Sec 6103

DEED AND AGREEMENT  
BY AND BETWEEN  
CITY OF SONOMA  
AND  
THE SONOMA COUNTY AGRICULTURAL PRESERVATION  
AND OPEN SPACE DISTRICT  
CONVEYING A CONSERVATION EASEMENT  
AND  
ASSIGNING DEVELOPMENT RIGHTS

The City of Sonoma ("GRANTOR"), a California General Law City, and the Sonoma County Agricultural Preservation and Open Space District, a public agency formed pursuant to the provisions of Public Resources Code sections 5500 et seq. ("DISTRICT"), agree as follows:

RECITALS

A. GRANTOR is the owner in fee simple of that certain real property located in Sonoma County and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

B. In 1990 the voters of Sonoma County approved the creation of DISTRICT and the imposition of a transactions and use tax by the Sonoma County Open Space Authority ("the Authority"). The purpose for the creation of DISTRICT and the imposition of the tax by the Authority was to provide for the preservation of agriculture and open space through the acquisition of interests in appropriate properties from willing sellers. The District was created and the tax imposed in order to further the state policy for the preservation of agricultural and open space lands, to meet the mandatory requirements imposed on the County and each of its cities by Government Code sections 65560 et seq., and to advance the implementation of the open space elements of their respective general plans. In order to accomplish those purposes, DISTRICT and the Authority entered into a contract whereby, in consideration of the Authority's financing of DISTRICT's acquisitions, DISTRICT agreed to and did adopt an acquisition program that was in conformance with the Authority's voter approved Expenditure Plan. In 2006, the voters of Sonoma County approved an extension of the transaction and use tax and an update of the Expenditure Plan. The DISTRICT's acquisition program remains in full compliance with that updated voter-approved Expenditure Plan.

C. On August 2, 2005, DISTRICT's Board of Directors, pursuant to Government Code section 65402 and Sonoma County Ordinance No. 5180, determined, by its Resolution No. 05-0717, that the acquisition of fee title to the Property was consistent with the Sonoma County General Plan (specifically the Plan's Open Space and Resource Conservation Elements), because the Property will ensure the preservation of the rural character of the hillside, and will ensure that the scenic woodlands and meadows are protected in perpetuity. The low-intensity public outdoor recreational use is consistent with preservation of the Property's open space values within the scenic viewshed.

D. On July 14, 2005 the Directors of the Sonoma County Open Space Authority determined, by its Resolution No. 2005-011, that the acquisition of fee title of the Property was consistent with the Open Space Authority's Expenditure Plan.

E. On November 6, 2007, the DISTRICT's Board of Directors by its Resolution No. 07-0899 authorized the President to execute an Agreement with the County of Sonoma and the County Treasurer for the termination of certain Lease Purchase rights and obligations for six fee title properties, including Montini Ranch.

F. On October 6, 2009, DISTRICT's Board of Directors by its Resolution No. 09-0941, adopted the Mitigated Negative Declaration and Mitigation Monitoring Program and approved the Montini Open Space Preserve Management Plan.

G. On \_\_\_\_\_, the DISTRICT and the GRANTOR entered into a Land Transfer Agreement pursuant to which the DISTRICT has agreed to transfer fee title to the Property to the GRANTOR under certain conditions, including the retention of a conservation easement and recreation conservation covenant by the DISTRICT.

H. In a companion transaction of even date, the DISTRICT and GRANTOR will enter into a Recreation Conservation Covenant to assure that the Property will be available to the public in perpetuity for low-intensity outdoor recreation.

I. On \_\_\_\_\_, the Director of Planning of the City of Sonoma, determined, pursuant to Government Code section 65402, that GRANTOR's acquisition of the Property for purposes of protecting open space lands and scenic hillsides, preserving natural resources and habitat and providing low-intensity recreational opportunities that link to other City trail projects is consistent with the City of Sonoma's 2020 General Plan.

J. On \_\_\_\_\_, the DISTRICT's Board of Directors determined that the DISTRICT's retention of a conservation easement in the Property is consistent with the Sonoma County General Plan (specifically the Plan's Open Space and Resource Conservation Element), because the Property is within a Scenic Landscape Unit, and has sensitive status species habitat, including wetlands. The acquisition ensures protection and enhancement of the Property's natural resources, ensures the preservation of the rural and scenic character of the Property's as seen from the City of Sonoma and the State Highway 12 Scenic Corridor and other vantage points, and provides opportunities for low-intensity public outdoor recreation and education.

K. This Easement will further the goals, objectives and policies of the following adopted local plans: the Sonoma County General Plan 2020; the DISTRICT’s Connecting Communities and the Land, A Long-Range Acquisition Plan; and the DISTRICT’s Strategic Plan.

L. DISTRICT has the authority to acquire conservation easements by virtue of Public Resources Code section 5540 and possesses the ability and intent to enforce the terms of this Easement.

THEREFORE, in consideration of the foregoing recitations and of the mutual covenants, terms, conditions, and restrictions herein set forth and other valuable consideration receipt of which is hereby acknowledged, GRANTOR and DISTRICT agree as follows:

## **EASEMENT**

### **PART ONE: GRANT OF EASEMENT**

1. **Grant and Acceptance of Conservation Easement and Assignment of Development Rights.** Pursuant to the common and statutory law of the State of California including the provisions of Civil Code sections 815 to 816, inclusive, GRANTOR hereby grants to DISTRICT and DISTRICT accepts a conservation easement in the Property in perpetuity under the terms and conditions set forth herein (“the Easement”). GRANTOR hereby irrevocably assigns to DISTRICT all development rights associated with the Property, except those rights which are specifically reserved by GRANTOR through this Easement.

2. **Conservation Values.** The Property, approximately 98 acres in size, is located in and adjacent to the City of Sonoma. The Property consists of a diversity of vegetation communities including oak woodland, Montane hardwood and grassland. Critical resources on the Property (collectively, “the Conservation Values”), include the following:

2.1 **Natural Resources.** The Property provides habitat for important plant and animal species integral to preserving the natural character of Sonoma County. Native plant communities include blue oak foothill pine, blue oak woodland, montane hardwood, and wet meadow. Native plant species on the Property currently include coast live oak, black oak, blue oak, California bay, California buckeye, manzanita, and other woodland and grassland plant species. This Conservation Easement intends to protect special-status species on the Property, and at the time this Easement is executed, three special-status plant species (Franciscan onion, narrow-anthered brodiaea, and bristly leptosiphon) are known to exist on the Property. The Property’s plant communities provide largely undisturbed habitat for a number of native birds, reptiles, amphibians, insects and mammal species. In addition, the Property provides notable fawning habitat for deer and provides important nesting habitat for ground-nesting birds. The Property is located within a major groundwater basin area. The subsurface water and its drainage patterns on the land protect the biological integrity of the natural resources and habitats, providing a healthful and attractive outdoor environment. GRANTOR and DISTRICT recognize that the Property is an evolving eco-system and that the specific composition of plant and animal

species on the Property may naturally shift over time due to natural forces beyond GRANTOR's control.

2.2 **Scenic Resources.** The Property's open space character includes one of the distinctive ridgelines that surround the City of Sonoma and that is visible from the Highway 12 Scenic Corridor and other public vantage points. The Property provides a central scenic backdrop to the City of Sonoma and its openness and natural condition contribute to the overall rural character and natural setting of the City of Sonoma. For residents and visitors on the Property, the Property offers unobstructed views of Sonoma Valley and beyond to San Pablo Bay.

2.3 **Urban Open Space.** The Property is adjacent to dense urban residential development. Protection of the Property will provide opportunities for residents and visitors of Sonoma County to access and enjoy the natural environment and public open space.

2.4 **Recreation.** The Property will be established by the City of Sonoma as the "Montini Open Space Preserve ("the Preserve"), providing opportunities for low-intensity public outdoor recreation, such as hiking, picnicking, nature study and bird watching. The trails on the Property will link to the Sonoma Overlook Trail. The Property offers enjoyment of its natural features to residents and visitors of Sonoma County.

2.5 **Education.** The Property's natural resources provide educational opportunities for residents and visitors of Sonoma County.

3. **Conservation Purpose.** It is the purpose of this Easement to preserve and protect forever the Conservation Values of the Property, as described in Section 2. This purpose shall hereinafter be referred to as "the Conservation Purpose of this Easement." GRANTOR and DISTRICT intend that this Easement will confine the use of the Property to activities that are consistent with the Conservation Purpose of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the Conservation Values of the Property. GRANTOR and DISTRICT intend that all Conservation Values of the Property will be fully preserved and protected in perpetuity. In the event, however, that the preservation and protection of one Conservation Value becomes irreconcilably inconsistent with the preservation and protection of another Conservation Value, the following priorities shall be followed: preservation and protection of natural resources shall be the first priority, preservation and protection of scenic and open space resources shall be the second priority, and preservation and protection of recreational and educational uses shall be the third priority.

## **PART TWO: RESERVED AND RESTRICTED RIGHTS**

4. ***Affirmative Rights of DISTRICT.*** DISTRICT shall have the following affirmative rights under this Easement:

4.1 **Protecting Conservation Values.** DISTRICT shall have the right to preserve, protect and document in perpetuity the Conservation Values of the Property.

4.2 **Property Inspections.** DISTRICT shall have the right to enter upon the Property and to inspect, observe, and study the Property for the purposes of (i) identifying the current activities and uses thereon and the condition thereof, (ii) monitoring the activities and uses thereon to determine whether they are consistent with the terms, conditions and Conservation Purpose of this Easement, (iii) enforcing the terms, conditions and Conservation Purpose of this Easement, and (iv) exercising its other rights under this Easement. Such entry shall be permitted at least once a year at reasonable times, upon one week's prior notice to GRANTOR, and shall be made in a manner that will not unreasonably interfere with GRANTOR's use of the Property pursuant to the terms and conditions of this Easement. Each entry shall be for only so long a duration as is reasonably necessary to achieve the purposes of this Section 4.2, but shall not necessarily be limited to a single physical entry during a single twenty-four hour period. Notwithstanding the foregoing, should DISTRICT's General Manager have a reasonable belief that GRANTOR is in breach of this Easement, DISTRICT shall have the right at any time, upon twenty-four hours' prior notice to GRANTOR, to enter upon the Property for the purpose of determining whether such breach has occurred. The rights of entry provided by this Section 4.2 shall extend to the officers, agents, consultants, and volunteers of DISTRICT.

4.3 **Enforcement.** DISTRICT shall have the right to enforce the rights herein granted and to prevent or stop, by any legal means, any activity or use on the Property that is inconsistent with the terms, conditions or Conservation Purpose of this Easement and to require restoration of such areas or features as may be damaged by such activities or uses.

4.4 **Approval of Certain Uses.** DISTRICT shall have the right to review and approve proposed uses and activities on the Property as more specifically set forth in Section 5 and in accordance with Section 6.

4.5 **DISTRICT Signage.** DISTRICT shall have the right to erect and maintain a sign or other appropriate marker in conformity with the City of Sonoma's Municipal Code in effect at the time of sign construction or placement ("the Sign Regulations"), in a location on the Property acceptable to GRANTOR, visible from a public road, bearing information indicating that the Property is protected by DISTRICT and acknowledging the sources of DISTRICT funding for the acquisition of this Easement. The wording and design of the sign or marker shall be determined by DISTRICT with consent of GRANTOR. No such sign or marker shall exceed the lesser of: (i) thirty-two (32) square feet in size, or (ii) the applicable sign area provided for in the Sign Regulations. DISTRICT shall be responsible for the cost of erecting and maintaining such sign or marker. GRANTOR shall have the right to include information in the sign acknowledging GRANTOR's funding contribution to the acquisition of the Property and its agreement to accept title to and management responsibilities for the Property.

5. **GRANTOR's Reserved and Restricted Rights.** GRANTOR shall confine use of the Property to activities and uses that are consistent with the Conservation Purpose of this Easement. Any activity or use that is inconsistent with the Conservation Purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly reserved, restricted or prohibited as set forth below. GRANTOR and DISTRICT acknowledge that the following list does not constitute an exhaustive recital of consistent and inconsistent activities and uses, but rather (i) establishes specific allowed activities and uses, (ii) establishes specific prohibited activities and uses, and (iii) provides

guidance for determining the consistency of similar activities and uses with this Easement, in accordance with the procedures set forth in Section 6.

## 5.1 **General Requirements for All Uses.**

5.1.1 Compliance with Governmental Regulations. All activities and uses on the Property shall be undertaken in a manner consistent with all applicable federal, state, and local statutes, ordinances, rules, and regulations.

5.1.2 Compliance with Terms, Conditions and Conservation Purpose of this Easement. All activities and uses on the Property shall be undertaken in a manner consistent with the terms, conditions and Conservation Purpose of this Easement.

5.1.3 Protection of Conservation Values. All activities and uses on the Property shall be undertaken in a manner reasonably designed to protect and preserve the Conservation Values.

5.1.4 Protection of Soil and Water. No activity or use on the Property shall be undertaken in a manner that results in significant soil degradation or pollution, or significant degradation or pollution of any surface or subsurface waters.

### 5.1.5 Criteria for Use.

(a) Use of the Property shall ensure preservation and protection of the natural resources of the Property in perpetuity; and

(b) Low-intensity public outdoor recreational and educational uses and activities on the Property shall be designed and undertaken in a manner compatible with natural resource protection; and

(c) No use or improvement shall materially impair GRANTOR's ability to provide for low-intensity public outdoor recreational and educational use of the Property as provided herein; and

(d) Structures and improvements shall not result in impervious surfaces on, cumulatively, more than one-half (0.5) acre of the Property; and

(e) No structure or improvement on the Property shall exceed twelve (12) feet in height.

5.1.6 Notice and Approval Procedures. Whenever in this Section 5, prior notice to and approval by DISTRICT is required, such notice shall be given and approval shall be obtained in accordance with Section 6 of this Easement.

5.1.7 Montini Open Space Preserve Management Plan. The Board of Directors of the Sonoma County Agricultural Preservation and Open Space District adopted the Montini Open Space Preserve Management Plan ("Management Plan") for the Property on

October 6, 2009. GRANTOR will manage and operate the Preserve in accordance with this Management Plan. All uses and activities identified in the Management Plan, and all development necessary to implement those uses and activities, shall be deemed to be consistent with the Conservation Purpose of this Easement and shall be permitted on the Property without further notice to or approval by DISTRICT required. All such uses and activities shall be undertaken in accordance with the terms and conditions of this Easement and in compliance with all applicable laws and regulations.

The Management Plan may be amended, revised or updated from time to time, provided that such amendment, revision or update shall be subject to DISTRICT's prior written approval in accordance with Section 6.1 of this Easement. DISTRICT's review and approval of amendments, revisions and updates to the Management Plan shall be based on the amendment, revision or update's consistency with the terms, conditions and Conservation Purpose of this Easement.

**5.2 Land Uses.** Use of the Property is restricted solely to natural resource protection, habitat restoration and enhancement, and low-intensity public recreational and educational uses as defined in this Section 5.2. Residential, commercial, or industrial use of or activity on the Property is prohibited except for commercial use as reserved in Section 5.2.4.

**5.2.1 Natural Resource Protection.** GRANTOR may take all actions necessary or appropriate to preserve and protect the natural resources of the Property in accordance with sound, generally accepted conservation practices. GRANTOR and DISTRICT acknowledge that the Property and its natural features are protected by this Easement and shall not be available to mitigate for the environmental impacts of projects located offsite.

**5.2.2 Habitat Restoration and Enhancement.** GRANTOR may undertake conservation and habitat restoration and enhancement activities in accordance with Section 5.5.5.

**5.2.3 Recreational and Educational Use.** GRANTOR shall make the Property available to the public for low-intensity public outdoor recreational and educational purposes except as set forth in Section 5.6. Such uses may include, but are not limited to, hiking, picnicking, nature study, habitat restoration training and workshops, outdoor public education programs, and other such uses similar in nature and intensity, and as allowed in the Management Plan. In consideration of the natural resources on the Property and impacts for trail maintenance, bicycling and horseback riding shall not be allowed on the Property. No noise amplification or night lighting is permitted. GRANTOR may charge a nominal fee for associated with the recreational and educational uses as defined in Section 5.2.3, except that no fee may be charged for individual hiking, picnicking, and nature study. All revenue from such fees shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and/or towards educational or recreational programs that take place on the Property.

**5.2.4 Commercial Use.** GRANTOR reserves the right to use the Property for minor ancillary commercial uses, subject to DISTRICT approval. Any revenue generated from commercial uses and activities shall be used toward the cost of operating, maintaining, restoring, and enhancing the Property, and/or towards educational or recreational programs that take place on the Property.

**5.3 Subdivision and Parcels.** The Property now consists of six (6) Assessor Parcels, held under common ownership. GRANTOR shall not further divide the Property, or any of its constituent parcels whether by subdivision, conveyance, lot line adjustment, or any other means, nor shall GRANTOR gain or seek to gain recognition, by certificate of compliance under the Subdivision Map Act, of additional parcels which may have previously been created on the Property by prior patent or deed conveyances, subdivisions, or surveys. Notwithstanding the existence of subordinate legal parcels, assessor's parcels or historic parcels, the Property, in its entirety, shall remain under common ownership. GRANTOR shall not place or convey any portion of the Property into ownership separate from the whole of the Property except as expressly provided in subsection 5.3.1.

5.3.1 Exceptions. This prohibition against division of the Property shall be inapplicable to:

a) Conveyance to Government or Non-Profit Entity. Subject to prior written approval by DISTRICT and the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6, GRANTOR may voluntarily convey a portion of the Property to a government exclusively for conservation or park purposes.

b) Leases. GRANTOR reserves the right to lease the Property or a portion(s) of the Property for periods of up to twenty-five (25) years for management, restoration or enhancement of natural resources and habitats in accordance with Sections 5.2.2 and 5.5.5; and for livestock grazing in accordance with Sections 5.5.4 and 5.5.5.1; and for the permitted recreational and educational uses described in Section 5.2.3.

c) Lot Line Adjustments. Subject to prior written approval by DISTRICT, GRANTOR may relocate one or more boundary lines between existing parcels within the Property, where the land taken from one parcel is added to a contiguous parcel and does not thereby create a greater number of parcels on the Property than existed at the time of execution of this Easement.

5.3.2 Historic Parcels. GRANTOR acknowledges that one or more additional historic parcels may exist on the Property, previously created by patent or deed conveyances, subdivisions, lot line adjustments, surveys, recorded or unrecorded maps or other documents. GRANTOR waives all rights to recognition of such historic parcels, whether through certificate of compliance under the Subdivision Map Act or otherwise.

**5.4 Structures and Improvements.** GRANTOR may repair, replace, construct, place and maintain structures and improvements on the Property only as provided below, or as otherwise provided in the Management Plan or a Revised Plan approved pursuant to Sections 5.1.7 and 6.1 of this Easement. At no time shall structures and improvements on the Property result in impervious surfaces on, cumulatively, more than one half (0.5) acre of the Property. Furthermore, no structure or improvement shall exceed twelve (12) feet in height.

5.4.1 Maintenance, Repair or Replacement of Structures and Improvements. GRANTOR may maintain, repair or replace structures and improvements existing at the date hereof or constructed subsequently pursuant to the provisions of Section 5.4, as follows:

a) If the maintenance, repair or replacement does not increase the height of the structure or improvement, increase the land surface area it occupies or change its location or function, no notice to or approval by DISTRICT shall be required.

b) Any maintenance, repair or replacement that increases the height of the structure or improvement, increases the land surface area it occupies, or changes its location or function shall be treated as new construction and shall be subject to the provisions of Sections 5.4.2 through Section 5.4.6.

5.4.2 Structures and Improvements for Recreational and Educational Uses. GRANTOR may construct or place structures and improvements associated with permitted outdoor recreational and educational uses, outside of the Buffer Area shown on the Baseline Site Map and only as follows:

a) Benches, picnic tables, refuse and recycling containers and other similar minor improvements may be constructed or placed without any notice to or approval from DISTRICT.

b) One educational center, not to exceed one thousand (1,000) square feet in size and twelve (12) feet in height, permeable trails and pathways, restrooms, new drinking fountains and irrigation systems, and other similar improvements may be constructed or placed only with prior written approval of DISTRICT.

5.4.3 Public Parking and Access Roads. Subject to prior written approval of DISTRICT, GRANTOR may construct, improve and maintain two permeable public parking areas with paved parking spaces for accessibility as required under the Americans with Disabilities Act, or successor statute then in effect, and permeable access roads, including access to existing wells, as necessary for the permitted uses of the Property. Such improvements must be located outside of the Buffer Area and remain subject to the impervious surface limitations of Section 5.4.

5.4.4 Fences and Gates. Without notice to or approval from DISTRICT, GRANTOR may construct, place and erect fencing and gates only as necessary for permitted uses of the Property. Fencing must be the minimum necessary for such use. All fencing and gates must i) preserve the scenic values of the Property; and ii) not impede wildlife movement, except where necessary for management, restoration or enhancement of natural resources, such as to protect new native plantings. In the event of destruction or deterioration of any fences and gates, whether existing at the date hereof or constructed subsequently pursuant to the provisions of this Easement, GRANTOR may repair and/or replace such fencing and gates only in accordance with the provisions of this Section 5.4.4. In the event any fence or gate, or portion thereof, becomes obsolete or unnecessary for the uses described in this Section 5.4.4, GRANTOR shall remove such fencing or gate from the Property.

5.4.5 Utilities and Energy Resources.

5.4.5.1 Utilities for On-Site Use. Subject to prior written approval of DISTRICT, GRANTOR may expand existing or develop or construct new utilities, including but

not limited to electric power, septic or sewer, communication lines, and water storage and delivery systems provided that such utilities are directly required for permitted uses on the Property and are reasonably scaled to serve only those uses. GRANTOR reserves the right to monitor the water quantity and quality at the two existing wells on the Property.

5.4.5.2 Conduit for Water. In addition, subject to prior written approval of DISTRICT, GRANTOR may construct or place an underground pipe to transport water from an existing City well located off the Property through the Property to connect with pipes located off the Property. Such underground pipe shall be located within the alignment of an access road.

5.4.5.3 Renewable Energy Resources. In addition, subject to prior written approval of DISTRICT, GRANTOR may place or construct improvements for the development and utilization of on-site renewable energy resources for on- or off-site use, including but not limited to wind, solar and geothermal within one (1) area on the Property, provided that such area is located to minimize visual impacts and is less than one quarter of an acre (0.25-acre) in size. GRANTOR may install underground conduits to carry electricity generated from such improvements, provided that all such conduits are underground, are placed and constructed in a manner least intrusive to the Conservation Values of the Property, and any damage done during such installation shall be promptly repaired and the Property restored to its natural condition. Notwithstanding the foregoing, GRANTOR may, without notice to or approval of DISTRICT, place or construct solar panels on the roofs of existing structures or any future additional structures placed on the Property pursuant to Sections 5.4.2 through 5.4.4, provided that such solar panels do not cause the structure or improvement to exceed the height limitation set forth in Section 5.1.5.

5.4.6 Signs. GRANTOR reserves the right to construct signs as set forth in this Section 5.4.6. No sign shall be artificially illuminated.

a) GRANTOR reserves the right to construct or place a maximum of two signs, each not to exceed 32 square feet in size provided that the content of the signs pertains to allowed uses.

b) GRANTOR reserves the right to construct or place signs less than six (6) square feet in size to (i) mark the boundary of the Property; (ii) provide directional, interpretive and educational information; and (iii) set forth Preserve and/or local area rules or regulations applicable to use of the Preserve, provided that the size and number of such signs shall be limited to that which is reasonably necessary to accomplish the permitted uses herein, and further provided that such signs are sited and constructed in a manner that does not create a significant visual impact.

c) Subject to prior written approval of DISTRICT, GRANTOR may construct or place additional signs necessary or appropriate for allowed uses. Such signs shall be sited and constructed in a manner that does not create a significant visual impact.

**5.5 Land and Resource Management.** All land and resource management activities shall be designed and implemented in accordance with sound, generally accepted conservation practices.

5.5.1 Surface Alteration. Alteration of the contour of the Property in any manner whatsoever is prohibited, including, but not limited to, excavation, removal or importation of soil, sand, gravel, rock, peat or sod, except as reasonably necessary in connection with the uses allowed under Section 5 of this Easement. In connection with allowed uses, movement of over 50 cubic yards of material in any calendar year is subject to prior DISTRICT approval.

5.5.2 Water Resources. Draining, filling, dredging, diking, damming or other alteration, development or manipulation of watercourses, subsurface water, springs, ponds and wetlands is prohibited except as reasonably necessary in connection with (i) the maintenance, replacement, development and expansion of water storage and delivery systems allowed under Section 5.4.5, and (ii) the restoration and enhancement of natural resources allowed under Section 5.5.5. Subject to the limitations of this Section 5.5.2, GRANTOR reserves all rights and entitlements to use of surface and subsurface water as may exist under state or federal law.

5.5.3 Mineral Exploration. Exploration for, or development and extraction of, minerals and hydrocarbons by any surface or sub-surface mining or any other method is prohibited.

5.5.4 Fire Management. GRANTOR reserves the right to undertake vegetation management activities for the purpose of fire control provided the techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally accepted conservation practices. The requirement for notice under this Section 5.5.4 may be satisfied by the submission of an annual fire management plan. Fire management methods are limited to:

(a) limited brush removal, mowing and livestock grazing of the Property, or other methods of similar nature and intensity, without need for notice to or approval from DISTRICT, provided that no mowing shall be undertaken in nesting areas during nesting season. Appropriate bird surveys shall be undertaken prior to mowing so as to ensure that nesting areas are avoided during nesting season; and

(b) prescriptive burning undertaken in a manner consistent with the standards and requirements of the local fire protection agency having jurisdiction, subject to prior written notice to DISTRICT.

5.5.5 Preservation, Restoration and Enhancement. GRANTOR reserves the right to undertake natural resource conservation and restoration activities, including, but not limited to, bank and soil stabilization, practices to reduce erosion, enhancement of water quality, plant and wildlife habitat, and activities which promote biodiversity. GRANTOR may remove or control invasive, non-native plant and animal species that threaten the Conservation Purpose of this Easement or impede the growth of native species, provided the techniques used minimize harm to native wildlife and plants and are in accordance with sound, generally accepted conservation practices.

5.5.5.1 Grassland Management. Where necessary to preserve, restore or enhance grasslands, GRANTOR may engage in livestock grazing in accordance with sound, generally accepted agricultural and soil conservation practices. Grazing shall maintain soil productivity; protect water quality, creeks and riparian zones; maintain or improve the overall

quality of the grassland health; conserve scenic quality; protect unique or fragile natural areas; and conserve native plant and animal species.

5.5.6 Native Tree Removal. Harvesting, cutting, removal or destruction of any native trees is prohibited, except as reasonably necessary (i) to control insects and disease; (ii) to prevent personal injury and property damage; (iii) for the purpose of fire management, in accordance with Section 5.5.4; and (iv) for natural resource management, including native seed collection and plant propagation for use on the Property as set forth in Section 5.5.5 of this Easement.

5.5.7 Native Vegetation Removal. Removal or destruction of any native vegetation is prohibited, except as reasonably necessary (i) within footprint of permitted structures and improvements; (ii) to control insects and disease; (iii) to prevent personal injury and property damage; (iv) for the purpose of fire management, in accordance with Section 5.5.4; and (v) for natural resource management, including native seed collection and plant propagation for use on the Property as set forth in Section 5.5.5 of this Easement.

5.5.8 Native Animal Removal. Killing, hunting, trapping, injuring or removing native animals is prohibited except (i) under imminent threat to human life or safety; and (ii) as reasonably necessary to promote or sustain biodiversity in accordance with restoration and enhancement activities in connection with Section 5.5.5, using selective control techniques consistent with the policies of the Sonoma County Agricultural Commissioner and other governmental entities having jurisdiction.

5.5.9 Non-Native Plant and Animal Removal. GRANTOR reserves the right to remove or control invasive, non-native plant and animal species (i) to further the Conservation Purpose of this Easement; (ii) to foster the growth of native species and promote biodiversity; (iii) to control insects and disease; (iv) to prevent personal injury and property damage; (v) for the purpose of fire management, in accordance with Section 5.5.4; (vi) for natural resource management as set forth in Section 5.5.5, and (vii) as reasonably necessary within footprint of permitted structures and improvements. Techniques used shall minimize harm to native wildlife and plants and shall be in accordance with all applicable laws.

5.5.10 Off-road Motorized Vehicle Use. Use of motorized vehicles off roadways is prohibited, except when necessary for permitted construction, maintenance, emergency access and property management activities.

5.5.11 Dumping. Dumping, releasing, burning or other disposal of wastes, refuse, debris, non-operative motorized vehicles or hazardous substances is prohibited.

5.5.12 Outdoor Storage.

a) Materials Required For Permitted Uses. GRANTOR may store materials and supplies required for permitted uses, provided such storage shall be located so as to minimize visual impacts.

b) Storage of Construction Materials. GRANTOR may store construction and other work materials needed during construction of permitted structures and improvements

on the Property while work is in progress and for a period not to exceed thirty (30) days after completion or abandonment of construction. Construction shall be deemed abandoned if work ceases for a period of 180 days.

**5.6 Public Access Limitations.** GRANTOR and DISTRICT understand and agree that the Property is and will continue to be a public preserve with trails in perpetuity. GRANTOR, however, reserves the right to exclude the public from the Property in its entirety or from a portion of the Property on a temporary basis to the extent necessary for public health or safety or for preservation or restoration of the Conservation Values of the Property, and/or for up to three weeks per year to allow grazing as part of grassland management activities. Nothing in this Easement shall be construed to preclude GRANTOR's right to grant access to third parties to the Property consistent with the terms, conditions and Conservation Purpose of this Easement.

**5.7 Easements.** GRANTOR may continue the use of existing easements of record granted prior to this Easement. The granting of new temporary or permanent easements, and the modification or amendment of existing easements is prohibited without the prior written approval of the DISTRICT. It is the duty of GRANTOR to prevent the use of the Property by third parties that may result in the creation of prescriptive rights.

### **PART THREE: PROCEDURES AND REMEDIES**

**6. Notice and Approval Procedures.** Some activities and uses permitted by this Easement require that prior written notice be given by GRANTOR to DISTRICT, while other activities and uses permitted by this Easement require the prior written approval of DISTRICT. Unless and until such notice is given or approval is obtained in accordance with this Section 6, any such activity or use shall be deemed to be prohibited on the Property. GRANTOR shall use the following procedures to provide notice to DISTRICT or to obtain DISTRICT's approval. All notices and requests for approval shall include all information necessary to permit DISTRICT to make an informed judgment as to the consistency of the GRANTOR's request with the terms, conditions and Conservation Purpose of this Easement. Forms for notices and requests for approval shall be available at DISTRICT's offices.

**6.1 Approval of Management Plan.** For purposes of this Easement, it is agreed that the Montini Open Space Preserve Management Plan ("Management Plan") as adopted on October 6, 2009 is deemed to be consistent with the Conservation Purpose of this Easement.

**6.1.1 Amendments, Revisions and Updates.** The Management Plan may be amended, revised or updated (Revised Plan) from time to time. GRANTOR shall use the following procedure to obtain DISTRICT's approval of the Revised Plan. GRANTOR may, at its discretion, at any time, submit a Revised Plan to DISTRICT for its review and approval. If the Revised Plan proposes substantial changes to the use, activities and/or management of the Property, then the Revised Plan must identify (a) all major components of the use of the Preserve, including recreational, educational, and resource management; (b) the nature of each proposed use and its intended location; (c) all proposed structures and improvements; and (d) all actions to be taken to protect natural resources. DISTRICT's approval of the Revised Plan shall be based solely upon the Revised Plan's consistency with the terms, conditions and Conservation Purpose of this Easement. DISTRICT shall have forty-five (45) days from the receipt of the

Revised Plan, plus fourteen (14) days from any subsequent or follow up submittal, to review the Revised Plan, and either approve the Revised Plan or notify GRANTOR of any objection thereto. DISTRICT's response, whether approval or objection, shall be in writing and delivered to GRANTOR in accordance with Section 19. If DISTRICT has any objections to the Revised Plan, it shall state such objections in sufficient detail to enable GRANTOR to modify the Revised Plan, so as to bring it into compliance with the terms, conditions and Conservation Purpose of this Easement.

6.1.2 California Environmental Quality Act. In connection with any environmental review of the Revised Plan under the California Environmental Quality Act ("CEQA") or any successor statute then in effect, GRANTOR shall provide DISTRICT with notification of, and opportunity to comment on any draft environmental document prepared by GRANTOR and made public under the statute, prior to GRANTOR's adoption or certification of that environmental document.

6.1.3 Upon DISTRICT's approval and GRANTOR's adoption of the Revised Plan, all uses and improvements described therein and all development reasonably necessary to implement those described uses and improvements, shall be deemed to be consistent with the terms, conditions and Conservation Purpose of this Easement and shall be permitted on the Property with no further notice to or approval by DISTRICT required. All such uses, improvements and development shall at all times remain subject to the substantive limitations of Section 5.

**6.2 Uses/Activities Requiring Notice or Approval to DISTRICT.** For uses and activities not described in the Management Plan or a subsequent Revised Plan approved by DISTRICT, the following procedures shall be followed for giving notice or obtaining DISTRICT approval where such notice or approval is required by this Easement. Unless and until such notice is given or approval is obtained in accordance with this Section 6.2, any such activity or use shall be deemed to be prohibited on the Property. In any instance in which DISTRICT approval is required, DISTRICT's approval shall be based solely upon its reasonable determination as to whether the activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement. DISTRICT acknowledges that, in light of the public processes required for development of the Property for recreation and educational use and natural resource preservation, time is of the essence and DISTRICT's approval shall not be unreasonably withheld or delayed.

6.2.1 Uses/Activities Requiring Notice to DISTRICT. For any activity or use that requires prior written notice to DISTRICT, GRANTOR shall deliver such notice to DISTRICT at least forty-five (45) days prior to the commencement of such activity or use. That forty-five (45) day time period provides DISTRICT an opportunity to evaluate whether the proposed activity or use is consistent with the terms, conditions and Conservation Purpose of this Easement before the activity or use is begun.

6.2.2 Uses/Activities Requiring Prior Approval from DISTRICT. For any activity or use that requires prior written approval from DISTRICT, GRANTOR shall file a request for such approval ("GRANTOR's request") at least forty-five (45) days prior to the intended commencement of such activity or use. DISTRICT shall have forty-five (45) days from the receipt of a complete request for approval to review the request and to approve, conditionally

approve, disapprove or notify GRANTOR of any objection thereto. Disapproval or objection, if any, shall be based on DISTRICT's determination that the proposed activity or use is inconsistent with the terms, conditions or Conservation Purpose of this Easement or that GRANTOR's request is incomplete or contains material inaccuracies. If, in DISTRICT's judgment, the proposed activity or use would not be consistent with the terms, conditions or Conservation Purpose of this Easement or the request is incomplete or contains material inaccuracies, DISTRICT's notice to GRANTOR shall inform GRANTOR of the reasons for DISTRICT's disapproval or objection. Only upon DISTRICT's express written approval, given by DISTRICT's General Manager, may the proposed activity or use be commenced, and then only in accordance with the terms and conditions of DISTRICT's approval.

6.2.3 DISTRICT's Failure to Respond. Should DISTRICT fail to respond to GRANTOR's request for approval within forty-five (45) days of the receipt of GRANTOR's request, GRANTOR may, after giving DISTRICT ten (10) days written notice by registered or certified mail, commence an action in a court of competent jurisdiction to compel DISTRICT to respond to GRANTOR's request. In the event that such legal action becomes necessary to compel DISTRICT to respond and GRANTOR prevails in that action, DISTRICT shall reimburse GRANTOR for all reasonable attorney fees incurred in that action. In the alternative, GRANTOR may commence a proceeding in arbitration under Section 12.

6.2.4 Uses Not Expressly Addressed: DISTRICT's Approval. In the event GRANTOR desires to commence an activity or use on the Property that is neither expressly reserved nor expressly prohibited in Section 5, GRANTOR shall seek DISTRICT's prior written approval of such activity or use in accordance with the procedure set forth in this Section 6.2. The commencement of any activity or use not expressly reserved in Section 5 may constitute a breach of this Easement and may be subject to the provisions of Section 10.

## **7. Costs and Liabilities Related to the Property.**

**7.1 Operations and Maintenance of the Property.** Except as otherwise provided in that certain agreement entitled "Land Transfer Agreement" dated \_\_\_\_\_, executed by GRANTOR and DISTRICT, GRANTOR agrees to bear all costs and liabilities of any kind related to the operation, upkeep, and maintenance of the Property and does hereby indemnify and hold DISTRICT harmless therefrom. Without limiting the foregoing, GRANTOR agrees to pay any and all real property taxes, fees, exactions, and assessments levied or imposed by local, state or federal authorities on the Property. GRANTOR further agrees to maintain general liability insurance covering acts on the Property. Except as specifically set forth in Section 8.2 below, DISTRICT shall have no responsibility whatever for the operation of the Property, the monitoring of hazardous conditions thereon, or the protection of GRANTOR, the public, or any third parties from risks relating to conditions on the Property. Except as otherwise provided in Section 8.1, GRANTOR hereby agrees to indemnify and hold DISTRICT harmless from and against any damage, liability, claim, or expense, including attorneys' fees, relating to such matters.

## **7.2 Hazardous Materials.**

7.2.1 No DISTRICT Obligation or Liability. Notwithstanding any other provision of this Easement to the contrary, the parties do not intend and this Easement shall not be construed such that it creates in DISTRICT:

a) The obligations or liabilities of an “owner” or “operator” as those words are defined and used in environmental laws, as defined below, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 United States Code, sections 9601 et seq.) (“CERCLA”);

b) The obligations or liabilities of a person described in 42 United States Code section 9607(a)(3) or any successor statute then in effect;

c) The right to investigate and remediate any hazardous materials, as defined below, on or associated with the Property; or

d) Any control over GRANTOR’s ability to investigate and remediate any hazardous materials, as defined below, on or associated with the Property.

7.2.2 Warranty of Compliance. GRANTOR represents, warrants, and covenants to DISTRICT that GRANTOR’s use of the Property shall comply with all environmental laws, as defined below. DISTRICT represents, warrants, and covenants to GRANTOR that DISTRICT’s use of the Property shall comply and has complied with all environmental laws, as defined below.

7.2.3 Definitions. For the purposes of this Easement:

a) The term "hazardous materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act, as amended (49 United States Code sections 1801 et seq.), the Resource Conservation and Recovery Act of 1976, as amended (42 United States Code sections 6901 et seq.), sections 25117 and 25316 of the California Health & Safety Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, state, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after the date of this Easement.

b) The term "environmental laws" includes, but is not limited to, any federal, state, local or administrative agency statute, regulation, rule, ordinance, order or requirement relating to environmental conditions or hazardous materials.

## **8. Indemnification.**

**8.1 GRANTOR's Indemnity.** GRANTOR shall hold harmless, indemnify, and defend DISTRICT, its agents, employees, volunteers, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or

in any way connected with (i) injury to or the death of any person, or physical damage to any property resulting from any act, omission, condition or other matter related to or occurring on or about the Property, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of DISTRICT (it being the intent of this provision to limit GRANTOR's indemnity to the proportionate part of DISTRICT's damage, liability, claim or expense for which GRANTOR is responsible); and (ii) the obligations specified in Section 7; and (iii) any approvals given under Section 6. In the event of any claim, demand, or legal complaint against DISTRICT, the right to the indemnification provided by this Section 8.1 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to DISTRICT's written notice to GRANTOR of such claim, demand, or legal complaint, unless GRANTOR has acquired knowledge of the matter by other means, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by GRANTOR, which approval shall not be unreasonably withheld.

**8.2 DISTRICT's Indemnity.** DISTRICT shall hold harmless, indemnify, and defend GRANTOR, its heirs, devisees, successors and assigns, from and against all damages, liabilities, claims and expenses, including reasonable attorneys' fees, arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property and attributable to DISTRICT, except to the extent that such damage, liability, claim or expense is the result of the negligence, gross negligence, or intentional misconduct of GRANTOR (it being the intent of this provision to limit DISTRICT's indemnity to the proportionate part of GRANTOR's damage, liability, claim or expense for which DISTRICT is responsible). In the event of any claim, demand, or legal complaint against GRANTOR, the right to the indemnification provided by this Section 8.2 shall not apply to any cost, expense, penalty, settlement payment, or judgment, including attorneys' fees, incurred prior to GRANTOR's written notice to DISTRICT of such claim, demand, or legal complaint, nor to any costs, expenses, or settlement payment, including attorneys' fees, incurred subsequent to that notice unless such cost, expense, or settlement payment shall be approved in writing by DISTRICT, which approval shall not be unreasonably withheld. DISTRICT hereby also agrees to hold harmless, indemnify and defend GRANTOR from and against all damages, liabilities, claims and expenses, including attorneys' fees, asserted against GRANTOR by any officer, agent, employee, or volunteer of DISTRICT, for personal injury and/or property damage arising out of any inspection or visit to the Property by any such officer, agent, employee or volunteer on behalf of DISTRICT, except to the extent that such injury is attributable to the negligence, gross negligence or willful misconduct of GRANTOR.

**9. Baseline Documentation for Enforcement.** In order to establish the present condition of the Property, DISTRICT has prepared a Baseline Documentation Report which will be maintained on file with DISTRICT and will serve as an objective information baseline for monitoring compliance with the terms of this Easement. A copy of the Baseline Documentation Report has been reviewed, approved and signed by GRANTOR. The parties agree that the Baseline Documentation Report provides an accurate representation of the things it describes about the Property at the time of the execution of this Easement.

## **10. Remedies for Breach.**

**10.1 DISTRICT's Remedies.** In the event of a violation or threatened violation by GRANTOR of any term, condition or restriction contained in this Easement, DISTRICT may, following notice to GRANTOR, institute a suit to enjoin and/or recover damages for such violation and/or to require the restoration of the Property to the condition that existed prior to such violation. The DISTRICT's notice to GRANTOR shall contain a general description of the condition claimed by DISTRICT to be a violation and shall contain a reasonable and specific cure period by which the violation is to cease and the Property is to be restored to the condition that existed prior to the violation. The notice shall be provided in accordance with Section 19. If DISTRICT reasonably determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values protected by this Easement, DISTRICT (a) may pursue any and all remedies available under law without waiting for the cure period to expire, and (b) shall have the right, upon the giving of 24 hours' notice, to enter the Property for the purpose of assessing damage or threat to the Conservation Values protected by this Easement and determining the nature of curative or mitigation actions that should be taken. DISTRICT's rights under this Section 10 shall apply equally in the event of either actual or threatened violations of the terms of this Easement. GRANTOR agrees that DISTRICT's remedies at law for any violation of the terms, conditions or Conservation Purpose of this Easement are inadequate and that DISTRICT shall be entitled to injunctive relief, both prohibitive and mandatory and including specific performance, in addition to such other relief, including damages, to which DISTRICT may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

**10.2 DISTRICT's Discretion.** Enforcement of the terms of this Easement which are for the benefit of the DISTRICT shall be at the sole discretion of DISTRICT, and any forbearance by DISTRICT to exercise its rights under this Easement in the event of any violation or threatened violation of any term of this Easement shall not be deemed or construed to be a waiver by DISTRICT of such term or of any subsequent violation or threatened violation of the same or any other term of this Easement. Any failure by DISTRICT to act shall not be deemed a waiver or forfeiture of DISTRICT's right to enforce any terms or conditions of this Easement in the future.

**10.3 Liquidated Damages.** Inasmuch as the actual damages that would result from the loss or deprivation of the Conservation Values of the Property caused by a violation by GRANTOR of the terms of this Easement are uncertain and would be impractical or extremely difficult to measure, GRANTOR and DISTRICT agree that the damages allowed by Civil Code section 815.7(c) shall be measured as follows:

a) For an improvement prohibited by this Easement, an amount equal to the product of (i) the market value of the improvement, (ii) the length of time that the improvement exists on the Property (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest applicable to GRANTOR; and

b) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement, an amount equal to any economic gain realized by GRANTOR because of the activity or change in use; and

c) For an activity or change in use prohibited by this Easement, whether or not it involves an improvement and where there is no measurable economic gain realized by GRANTOR, the product of (i) the cost of restoration, as set forth in a written estimate by a qualified person selected by DISTRICT, (ii) the length of time that the prohibited activity or use continues (in terms of years or portion thereof) after notice of the violation has been given, and (iii) the then current annual interest rate for post judgment interest.

**10.4 GRANTOR's Compliance.** If DISTRICT, in the notice to GRANTOR, demands that GRANTOR remove an improvement, discontinue a use or both and claims the damages allowed by Civil Code section 815.7(c) (and as calculated above), then GRANTOR may mitigate damages by fully complying with DISTRICT's notice within the cure period provided therein. If GRANTOR so complies, then in the event of litigation arising out of the notice, brought either by GRANTOR or by DISTRICT, if GRANTOR prevails, then GRANTOR shall be entitled to economic damages, if any, resulting from its compliance with DISTRICT's notice. Neither DISTRICT nor GRANTOR shall be entitled to damages where DISTRICT has not claimed damages in its notice.

**10.5 Remedies Nonexclusive.** The remedies set forth in this Section 10 are in addition to, and are not intended to displace, any other remedy available to either party as provided by this Easement, Civil Code sections 815 et seq. or any other applicable local, state or federal law.

**11. Acts Beyond GRANTOR's Control.** Nothing contained in this Easement shall be construed to entitle DISTRICT to bring any action or pursue any remedy against GRANTOR for any injury to or change in the Property resulting from causes beyond GRANTOR's control, including, but not limited to, (i) acts of God, fire, flood, storm, earth movement, severe or adverse weather conditions, or other natural disaster; (ii) acts of war or acts of public enemies, including, embargo, riot and/or civil unrest, civil commotion, insurrection, acts of terrorism or anticipated acts of terrorism, or sabotage; (iii) any labor dispute, including, strike, lockout, slowdown, or picketing; (iv) any medical emergency, including, epidemic, regional medical crisis or quarantine; or (v) a tortious or criminal act of a third party which GRANTOR could not have reasonably prevented, or from any prudent action taken by GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes so long as such action, to the extent that GRANTOR has control, is designed and carried out in such a way as to further the Conservation Purpose of this Easement.

**12. Arbitration.** If a dispute arises between the parties concerning the consistency of any activity or use, or any proposed activity or use, with the terms, conditions or Conservation Purpose of this Easement, or any other matter arising under or in connection with this Easement or its interpretation, either party, with the written consent of the other, may refer the dispute to arbitration by a request made in writing upon the other. Provided that GRANTOR agrees not to proceed with any activity or use that is the subject of the dispute pending resolution of the dispute, the parties shall select a single arbitrator to hear the matter. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator who shall be a retired United States District Court or California Superior Court judge; provided, however, if either party fails to select an arbitrator within fourteen (14) days of delivery of the request for arbitration, or if the two arbitrators fail to select a third arbitrator within fourteen (14) days after the appointment of the

second arbitrator, then in each such instance, a proper court, on petition of any party, shall appoint the second or third arbitrator or both, as the case may be, in accordance with California Code of Civil Procedure sections 1280 et seq., or any successor statutes then in effect. The arbitration shall be conducted in accordance with said statute, including, without limitation, the provisions of Section 1283.05 of the Code of Civil Procedure which are incorporated into, made a part of, and made applicable to any arbitration pursuant to this Section. The Conservation Purpose of this Easement, the terms and conditions of this Easement, and the applicable laws of the State of California shall be the bases for determination and resolution, and a judgment of the arbitration award may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for all its costs and expenses related to such arbitration, including, but not limited to, the fees and expenses of the arbitrators, but excluding attorneys' fees, which sum shall be determined by the arbitrators and any court of competent jurisdiction that may be called upon to enforce or review the award.

### **13. Condemnation.**

**13.1 Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation; whether by public, corporate, or other authority, so as to terminate this Easement in whole or in part, either GRANTOR or DISTRICT (or both, on such conditions as they may agree) may commence appropriate actions to recover the full value of the Property (or portion thereof) subject to the condemnation or in-lieu purchase and all direct or incidental damages resulting therefrom. Any expense incurred by GRANTOR or DISTRICT in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between GRANTOR and DISTRICT in proportion to their interests in the Property, as established by Section 13.2.

**13.2 Property Interest and Fair Market Value.** This Easement constitutes a real property interest immediately vested in DISTRICT. For the purpose of this Section 13.2, the parties stipulate that, in the event of condemnation of the Property or any portion thereof, the fair market value of the Property for purposes of just compensation shall be determined as though this Easement did not exist. GRANTOR and DISTRICT shall share the compensation in proportion to their interests in the condemned Property, as agreed upon by them in writing or, in the absence of such an agreement, as ordered by the court in the action recovering the proceeds. In the apportionment of the proceeds from any eminent domain proceeding, an adjustment shall be made in GRANTOR's favor for any increase in value attributable to improvements made on the Property after the date of this Easement, provided that such improvements were not made or funded by DISTRICT and further provided that such improvements do not constitute a breach of this Easement.

## **PART FOUR: MISCELLANEOUS**

**14. Approvals.** Whenever in this Easement the consent or approval of one party is required for an act of the other party, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

**15. Interpretation and Construction.** To the extent that this Easement may be uncertain or ambiguous such that it requires interpretation or construction, then it shall be interpreted and construed in such a way that best promotes the Conservation Purpose of this Easement.

**16. Easement to Bind Successors.** The Easement herein granted shall be a burden upon and shall continue as a restrictive covenant and equitable servitude running in perpetuity with the Property and shall bind GRANTOR, GRANTOR's heirs, personal representatives, lessees, executors, successors, including but not limited to purchasers at tax sales, assigns, and all persons claiming under them forever. The parties intend that this Easement shall benefit and burden, as the case may be, their respective successors, assigns, heirs, executors, administrators, agents, officers, employees, and all other persons claiming by or through them pursuant to the common and statutory law of the State of California. Further, the parties agree and intend that this Easement creates an easement encompassed within the meaning of the phrase "easements constituting servitudes upon or burdens to the property," as that phrase is used in California Revenue & Taxation Code section 3712(d), or any successor statute then in effect, such that a purchaser at a tax sale will take title to the Property subject to this Easement.

**17. Subsequent Deeds and Leases.** GRANTOR agrees that a clear reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including, but not limited to, a leasehold interest) is conveyed and that GRANTOR will attach a copy of this Easement to any such instrument. In addition:

a) Conveyance of Deed. GRANTOR shall not convey fee title to the Property, or any portion thereof, without the consent of a majority of the voters of Sonoma County in an election called and conducted by the DISTRICT's Board of Directors in accordance with Public Resources Code section 5540.6.

b) Conveyance of Lease. GRANTOR shall give written notice to DISTRICT of the conveyance of any lease in the Property at least ten (10) days prior to any such conveyance. No such lease shall exceed twenty-five (25) years.

These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

These obligations of GRANTOR shall not be construed as a waiver or relinquishment by DISTRICT of rights created in favor of DISTRICT by Section 16 of this Easement, and the failure of GRANTOR to perform any act required by this Section 17 shall not impair the validity of this Easement or limit its enforceability in any way.

**18. Warranty of Ownership.** GRANTOR warrants that it is the owner in fee simple of the Property, and that on the date it executed this Easement the Property is not subject to any liens or deeds of trust.

**19. Notices.**

**19.1 Method of Delivery.** Except as otherwise expressly provided herein, all notices, (including requests, demands, approvals or communications) under this Easement shall be in writing and either served personally or sent by first class mail, postage prepaid, private courier or delivery service or telecopy addressed as follows:

To GRANTOR:       City Manager  
                          City of Sonoma  
                          No. 1 Plaza  
                          Sonoma, CA 95476  
                          FAX: (707) 938-8775

To DISTRICT:       General Manager  
                          Sonoma County Agricultural Preservation and Open Space District  
                          747 Mendocino Avenue, Suite 100  
                          Santa Rosa, CA 95401  
                          FAX: (707) 565-7359

Or to such other address as such party from time to time may designate by written notice pursuant to this Section 19.

**19.2 Effective Date of Notice.** Notice shall be deemed given for all purposes as follows:

- a) When personally delivered to the recipient, notice is effective on delivery.
- b) When mailed first class postage prepaid to the last address designated by the recipient pursuant to Section 19.1, notice is effective one business day following the date shown on the postmark of the envelope in which such notice is mailed or, in the event the postmark is not shown or available, then one business day following the date of mailing. A written declaration of mailing executed under penalty of perjury by the GRANTOR or DISTRICT or an officer or employee thereof shall be sufficient to constitute proof of mailing.
- c) When mailed by certified mail with return receipt requested, notice is effective on receipt as confirmed by the return receipt.
- d) When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery as confirmed by the delivery service.
- e) When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (i) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (ii) the receiving party delivers a written confirmation of receipt. Subject to the foregoing requirements, any notice given by telex or fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a non-business day.

**19.3 Refused or Undeliverable Notices.** Any correctly addressed notice that is refused or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused or considered undeliverable by the postal authorities, messenger, or overnight delivery service.

**20. Amendment.** If circumstances arise under which an amendment or modification of this Easement would be appropriate, GRANTOR and DISTRICT shall be free to jointly amend this Easement, provided that any amendment shall be consistent with the Conservation Purpose of this Easement, shall ensure protection of the Conservation Values of the Property, shall not affect the Easement's perpetual duration and shall be consistent with Public Resources Code section 5540 and any successor statute then in effect. Any such amendment shall be in writing, executed by GRANTOR and DISTRICT, and recorded in the Office of the Sonoma County Recorder.

**21. No Forfeiture.** Nothing contained in this Easement shall result in a forfeiture or reversion of GRANTOR's title in any respect.

**22. Termination of Rights and Obligations.** A party's rights and obligations under this Easement shall terminate upon transfer of the party's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

**23. Enforceable Restriction.** This Easement and each and every term contained herein is intended for the benefit of the public and constitutes an enforceable restriction pursuant to the provisions of Article XIII, section 8 of the California Constitution, California Public Resources Code section 5540, and California Revenue and Taxation Code section 421 et seq., or any successor constitutional provisions or statutes then in effect.

**24. Applicable Law and Forum.** This Easement shall be construed and interpreted according to the substantive law of California, excluding the law of conflicts. Any action to enforce the provisions of this Easement or for the breach thereof shall be brought and tried in the County of Sonoma.

**25. Pronoun Number and Gender.** Whenever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

**26. GRANTOR and DISTRICT.** Wherever used herein, the terms GRANTOR and DISTRICT, and any pronouns used in place thereof, shall mean and include the above-named GRANTOR and its heirs, successors, and assigns, including any persons claiming under them, and the above-named DISTRICT and its successors and assigns, respectively.

**27. DISTRICT's General Manager.** Wherever used herein, the term DISTRICT's General Manager, and any pronoun used in place thereof, shall mean and include the General Manager of DISTRICT and his duly authorized representatives.

**28. Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Easement, all of which are merged herein. No alteration or variation

of this instrument shall be valid or binding unless contained in a written amendment prepared, executed and recorded in accordance with Section 20.

**29. Severability.** In the event any provision of this Easement is determined by the appropriate court to be void and unenforceable, all remaining terms and conditions shall remain valid and binding. If the application of any provision of this Easement is found to be invalid or unenforceable as to any particular person or circumstance, the application of such provisions to persons or circumstances, other than those as to which it is found to be invalid, shall not be affected thereby.

**30. Estoppel Certificates.** DISTRICT shall, at any time during the existence of this Easement, upon not less than thirty (30) days' prior written notice from GRANTOR, execute and deliver to GRANTOR a statement in writing certifying that this Easement is unmodified and in full force and effect (or, if modified, stating the date of execution and date of recording of the respective amendment) and acknowledging that there is not, to DISTRICT's knowledge, any default by GRANTOR hereunder, or, if DISTRICT alleges a default by GRANTOR, specifying such default. DISTRICT's obligation to deliver the statement of certification is conditioned on GRANTOR's reimbursing DISTRICT for all costs and expenses reasonably and necessarily incurred in its preparation as determined by DISTRICT's General Manager.

**31. No Liens, Encumbrances, or Conveyances.** GRANTOR warrants that after it has executed this Easement, it will not record any lien, encumbrance, or otherwise convey any right, title, or interest in and to the Property until such time as this Easement has been accepted and recorded by DISTRICT.

**32. Recitals.** Recitals A through L, set forth at the beginning of this Easement, are true and correct and are incorporated by this reference

**33. Effective Date.** This Easement shall be effective as of the date of its acceptance by DISTRICT pursuant to California Public Resources Code sections 5500 et seq.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into as of \_\_\_\_\_, 2013, by and between the Sonoma County Agricultural Preservation and Open Space District (“the District”) and the City of Sonoma, a municipal corporation, (“the City”) in reference to the following facts:

*Recitals*

WHEREAS, by that certain Land Transfer Agreement (“Transfer Agreement”) of even date herewith, the District is conveying to the City an approximately 98-acre property (“Property”) to be owned, held and used by the City for open space and conservation purposes, all as is more particularly described in the Deed and Agreement Conveying to the District a Conservation Easement and Assigning Development Rights (“Conservation Easement”) and the Montini Open Space Preserve Recreation Conservation Covenant (“Recreation Covenant”) also of even date herewith;

WHEREAS, all uses of the Property must be consistent with and not violate the terms and conditions of the Montini Open Space Preserve Management Plan (“Management Plan”) adopted by the District on October 13, 2009, and referenced in the Conservation Easement at Section 5.1.7 and the Recreation Covenant at Section 2.C, among other provisions;

WHEREAS, the City has, for several years, expressed interest in allowing dogs on the Property provided that the dogs were on leashes;

WHEREAS, the Management Plan expressly prohibits pets from being present on any part of the Property but under the Conservation Easement, it is acknowledged that the Management Plan may be amended by the District under certain procedures and if certain criteria are met; and

WHEREAS, by this Agreement the parties wish to affirm the willingness of the District to review and consider, without a commitment to the result, an application by the City to amend the Management Plan in the particulars set forth above:

*Agreement*

NOW, THEREFORE, the parties agree as follows:

1. As specified in Section 6.1 of the Conservation Easement, at any time after the Property is conveyed to the City, the City shall have the right to submit a Revised Plan to the District seeking to amend the Management Plan to permit dogs to be present on and to move about the Property provided that the dogs are on leash controlled by the dogs’ owners or guardians.

2. Without a commitment to the result, the District agrees to review and consider said submittal in accordance with Section 6.1 of the Conservation Easement. In accordance with that Section 6.1, the District's determination shall be based solely on the Revised Plan's consistency with the terms, conditions and Conservation Purpose (as defined in the Conservation Easement) of the Conservation Easement. If the City follows all of the procedures attendant to the submittal of a Revised Plan and the District finds the Revised Plan consistent with the terms, conditions and Conservation Purpose (as defined in the Conservation Easement) of the Conservation Easement, the District shall approve the Revised Plan. Said approval shall not be unreasonably withheld, conditioned or delayed.

3. The persons executing this Agreement warrant and represent that they have been duly authorized to execute this Agreement on behalf of the party that they represent and that this Agreement legally binds the party s/he represents in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto execute this agreement on the date first appearing above.

Sonoma County Agricultural Preservation and Open Space District

By: \_\_\_\_\_  
William Keene  
General Manager

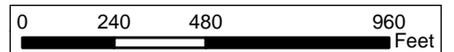
City of Sonoma

By: \_\_\_\_\_  
Ken Brown  
Mayor



**Montini  
 Open Space Preserve  
 Future Trail**

- Montini Open Space Preserve
- Proposed Trail
- Sonoma Overlook Trail and other Regional Trails



**Subject:** Montini & Dogs

**Date:** Tuesday, October 1, 2013 6:23:23 PM Pacific Daylight Time

**From:** Joan Tillman <jgtillman2000@cs.com>

**To:** David Goodison <davidg@sonomacity.org>

I am in favor of allowing leashed dogs on the new Montini trail and in favor of a large fenced off dog park where dogs can exercise and play off leash.

Joan Tillman  
310 East Napa Street  
Sonoma

**Subject:** To Whom it may concern: leashed dogs/animals having access and being allowed on the Montini park behind General Vallejo's Historical home

**Date:** Wednesday, September 18, 2013 3:09:51 PM Pacific Daylight Time

**From:** Mary Sugar <mary.sugar1@gmail.com>

**To:** David Goodison <davidg@sonomacity.org>

Hello, My name is Marilou Benning. My family has resided here in Sonoma on the same piece of lproperty since the late 1920's and have we seen changes!!! Especially in our area - Castle Road.

The concern is that no dogs will be allowed on the hiking property named "Montini". I vote that we allow respected dog owners onto these hiking trails as long as they are leashed and supervised responsibly. Other trails have been denied access due to - am not sure why!!!

Please consider responsible dog owners and allow us all to enjoy the beautiful land over on 5th St W.

I thank you all - Marilou Benning

**Subject:** Montini Preserve

**Date:** Tuesday, September 17, 2013 7:18:12 PM Pacific Daylight Time

**From:** Terri L. Miller, TLM Consulting <terri@tlmconsults.com>

**To:** David Goodison <davidg@sonomacity.org>, sbarbose@vom.com <sbarbose@vom.com>, david@cvmgrapes.com <david@cvmgrapes.com>, lauriegallian@comcast.net <lauriegallian@comcast.net>, sonomarouse@yahoo.com <sonomarouse@yahoo.com>, Ken Brown <ken@bearflagsocialclub.com>

Hello all,

As a Sonoma Valley resident and advocate for increased access to outdoor open space for people and their dogs, I am writing to urge you to please make Montini preserve trails accessible to dogs on leash and create an off leash, enclosed, dog park so that our canine residents have space to exercise, socialize, and play. Sonoma Valley has an enormous dog population and increasingly tourists are bringing their pets with them when they visit the valley. There are a limited number of places where people and their dogs can enjoy time spent outdoors in Sonoma and this is particularly true in the vicinity close to downtown.

Please give serious consideration to making Sonoma Valley more dog friendly--this will be good for residents and tourism alike!

Thank you for your consideration.

Terri Miller



**Subject:** Petition re: Leashed Dogs on Montini and/or a dog park of approximately one acre  
**Date:** Tuesday, October 1, 2013 2:14:58 PM Pacific Daylight Time  
**From:** Jennifer Hainstock <jenniferhainstock@me.com>  
**To:** Ken Brown <ken@bearflagsocialclub.com>, Laurie Gallian <lauriegallian@gmail.com>, Barbose Steve <steve@barboselaw.com>, david@cvmgrapes.com <David@cvmgrapes.com>, sonomarouse@yahoo.com <sonomarouse@yahoo.com>  
**CC:** David Goodison <davidg@sonomacity.org>

Mayor, Council members and David Goodison,

Attached please find a list of 153 people who support dogs on Montini. Please note Bill Montini is in support of leashed dogs but not a dog park. Petitions will continue to be circulated until the vote next Monday so I expect many more names.

Dog owners are desperate to have more leashed areas and a dog park for large dogs in Sonoma. We feel our last chance for a good cardio hike for ourselves and our dogs is Montini.

The Overlook Trail provides a perfect spot for those who don't want to walk with dogs.

I have met with Richard Dale to discuss his concerns and offer my support for Montini if you allow leashed dogs and/or a dog park. Richard stated he was in favor of a dog park near the field of dreams but is not in favor of leashed dogs. He's concerned with wildlife protection. He did however say he would follow your lead and work with the community if you allow leashed dogs. He himself intends to get another dog and will walk it on Montini if you allow them. As you may know he currently runs off trail on the Montini property.

Richard stated the bobcat family he knew lived there moved out when the trail was being built as did a coyote family who lived just over on the easement - lots of human and machinery noise. He does not know if they will return.

I would not be asking to have leashed dogs if there was nowhere else for wildlife to go. However, after "Google Earthing" the area above Montini and driving all around up Norrbom Road to the end of it and High Road in all directions there must be thousands of acres for wildlife to live.

I currently drive to the Regional Park in Glen Ellen and have walked leashed dogs there for over ten years. I've seen many dogs off leash. I've also seen lots of deer and a coyote or two.

As for the concern that people will let their dogs off leash I think the best remedy is to have dog owners like me up there so we can warn and educate those who have their dogs off leash. Perhaps Chief Sackett will have ideas for a volunteer patrol who gave give tickets and warnings as they do in the Regional Park.

Thank you for your consideration. Please do not hesitate to contact me with any questions.

Sincerely,

Jennifer Hainstock  
707-322-6254

PETITION TO SONOMA CITY COUNCIL

RE: DOGS ON MONTINI

Meeting: October 7, 2013 6 p.m. at the Police Station on 1<sup>st</sup> St W

**REQUEST: PLEASE ALLOW LEASHED DOGS ON MONTINI  
AND/OR A DOG PARK OF APPROXIMATELY ONE ACRE.**

NAME	ADDRESS	EMAIL/PHONE
Return to by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock
Bill Montini	18950 ST ST West (No dog Park)	
	Leashed dogs ok!	
P. Brooks, Ph.D.	154 Bluewing Dr.	935-8636
Maureen Hoffmann	1st St. West, Sonoma	(DO NOT SEND HERE PLACE)
Steve Sabou	461 Patten St	
John Lutz	Arrowhead Mt	
Susan MacMillan	2nd St E Sonoma	
W. C. Hay	19744 Arrowhead ms	
T NUGENT	18650 7th St East	
Sharen Papich	Loma Vista Dr., Sonoma	
Kathleen Smith	21545 Hyde St Sonoma	
William Paynter	1262 Larkm Dr Sonoma Ca 95420	

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Returned by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock@ncc
CHARLOTTE HUGHES	440 E. MacArthur	707-939-9177
EMIL SOULS	531 BROADWAY (TOP THAT YOU GUY)	
Lori Solis	531 Broadway Sonoma	lsolis@deanservices.com 925-984-8537
Joe Hebel	550 E. Thomson Ave Sonoma	joseph-hebel@yahoo.com
Amanda Lucas	19001 Junipero serra Dr.	
Elvira Barbosa	547 Studley St. Apt. 3	honey_agua@yahoo.com
Gary Sapasteri	16926 Eureka Lane Sonoma	garysartin@themeyard.com
Sandra Bernete	475 Patten St. Sonoma	girgiri1@gmail.com

PETITION TO SONOMA CITY COUNCIL

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Return to by 5:00pm 10/7: Jennifer Heinstack	243 W. Spain St	322-6254 jenniferheinstack@comcast.net
Lisa Murray	18673 Manzanita Rd	337-8351 lisamurray31@comcast.net
Tim Collins	142 Central Ave.	(707) 790-2573
Dayna Wutak	4251 Wake Robin dr. GE	(707) 321-4925
Ryan Saavedra	8777 1/2 SUMMERTHILL LN.	(707) 514-9245
BRIT KERS	" ↑	" (707) 514-8392
Elfriede Whitcher	5000 Grove St	(707) 935-6859
Anna Pier	405 Solano Ave,	707-996-8974
Debra van Stigt	19329 Robinson Road	(707) 338-4622
She Albano	1005 Ray Ct	
Susan Baldwin	PO Box 957 Glen Ellen	
Amanda Jensen	2153 Shansky Rd Sonoma	
Lami Hoff	501 Cavedale Rd	

PETITION TO SONOMA CITY COUNCIL  
 RE: DOGS ON MONTINI

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Returned by 5:00pm 10/7: Jennifer Heinstack	243 W. Spain St	322-6254 jenniferheinstack@w...
Katherine Uodra	249 W. Spain St	familia@uodra@gmail.com
David Uodra	"	"
Eden Uodra	"	"
Lucas Uodra	"	"
Kete Uodra	"	"
DORIS Vella	415 West Napa Street	dorisvella@comcast.net
Hillary Wick	225 2nd Street East	hwick@yahoo.com
Linda Hunt	758 First St West	ldh@comcast.net
Cynthia Scarborough	1316 Orchard BHS	
Maggie Amshueley	887 5th St E	
Maggie Bayalan	1310 Heubagal St. Sonoma	maggie.kaplan@comcast.net
Jo Yuki	20646 PUEBLO RD SONOMA	pyiakis@pacbell.net

PETITION TO SONOMA CITY COUNCIL

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Return to by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock@w...
Kathy Bodzik	2855 Hyde Rd	938-3865
Kim Fernandez	432 Church St	
Phil Kahn	843 Princetow	Phila Kahn B.z.c cidneegrant@gmail.co
Cidnee Grant	1146 Grove Street	707-508-9436
PAUL GRANT	19626 ELGATH ST EAST	707 938-8011
Valerie Kofa	P.O. B. 27 VINEBURG 754 ST	
Ariel Osborne	17015 Sonoma Hwy	939 9127
Jamie Osborne	17015 Sonoma Hwy	939-9127
Don L. Muth	19819 8 <sup>th</sup> St. E. Sonoma	707-338-1258
Marietta Cerrut	575 Curtin Ln	
Mike Amador	22033 Broadway	707-637-7314
Dominic Vineggiane	610 Andrieux St, Sonoma	

Staley 4775126

PETITION TO SONOMA CITY COUNCIL

RE: DOGS ON MONTINI

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Returned to by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock
Susan Gallo	852 Towne St Sonoma	933 9987 sahaffey@yahoo.com
Selma Olsen	410 Moll Ct Sonoma	996-2807
Donna Grant	19221 Robinson Rd Sonoma	938-4072
Robin A. Jones	144 Northside Ave. Sonoma	935-1844 (hearing impaired)
Rosanne Matta A mothers Love Petsitting	350 Robinson St Apt 18 Sonoma	775-7520
Phoenix A. Featherstone	673 First st west Sonoma Ca 95476	ReWhisked@ Gmail.com
Ray Weil	525 Este Madera Sonoma 95476	707 3384406 RwMachine@aol.com
DANIELLE LEANDRO	21545 PEARSON AVE. SONOMA, CA 95470	(707) 494-0286 daniellekleandro@gmail.com
GREG ORTON	877 2ND ST W SONOMA	ortonlaw.com
MARIE WATSON	1 <sup>st</sup> ST WEST SONOMA	marie-watson@live.com
JEFF WATSON	1 <sup>st</sup> WEST SONOMA	JEFFREY.WATSON@LIVE.COM

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Return to by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock
<del>Robert Brown</del>	452 B Adams St, Napa	927-5677
Stephanie Breton	303 Evans Ave	(925) 787-8930
Dr. H. Lal	363 Evans Ave.	707/477/1497
Jose Garcia	585 Verano Ave	(707)-508-8341
Daniel Garcia	585 Verano Ave	(707)-815-8454
Christine Tomasello	677 7 <sup>th</sup> Ave.	(949) 533-4373
Patty Ray	351 Clark Ln	(707) 364-4533
JOYCE OSBORN	671 5 <sup>th</sup> SE, WEST	(415) 312-1267
Kathryn Eckhardt	18060 Mulberry Ave	415-652-2988
MIKE HEFFELFINGER	819 SECOND ST. W.	415) 722-5479
Sandy Donohue	19176 OLD WINERY RD	707 935-5886
Wm. WARNER	785 CENTER ST.	707 939-9168
Joe Cuervo	102 East MacArthur	707 888 0411

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Return to by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock@M CO
Janis Bundscha	17285 Gewicke Rd	Janisbundscha@fahoo com
BARRY STORNG		
Bill Hines		
Marilyn Drolla	884 W. Spain	mdrolla@sonic.net
Renee G. pson		
Mechelle Richey	681 First St W #5	mechelle.rikhe @yahoo.com
Jason Moravec	17878 San Carlos Dr	
ANDREW BETANCOURT	627 DONNER AVE SONOMA	
Karl Zueger	650 Charles Van Damme Way Sonoma	
Andrew Radolf	758 Donald St	931-8121
Johanna Jagers	758 Donald St	931 8121
Roy Petri	35 Temelec Luz.	938-7090

~~Handwritten scribbles~~

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Return to by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St 2352 THORNSBERRY RD	322-6254 jenniferhainstock@aol.com 938-3254
Ruth Elster	Sonoma, CA.	
Loi Harrison	310 Siesta Way Sonoma	Lady Lorene@aol.com
Jose [unclear]	1904 S Laurel Ave Sonoma	
Ben [unclear]	16 RIVERSIDE DR Sonoma	
Kathleen [unclear] Cathy [unclear]	731 Ankenst Circle	938-8000
Jennifer Yankovich	229 Pattenst (Montini) Leashed Dogs	935-8687
Betty Tinsley	996-6676	Lawell Valley Rd.
Kelly Brothers	526 Broadway	
Fernando Pombiro	1108 Spring Sonoma	996-6312
Mary B Hart	710 5 <sup>th</sup> St West	maryghart@aol.com
Julie Jones	960 First W. Sonoma, CA	95416
PAYNE DESSAYER	816 PRINCETON DR., Sonoma, CA	95476

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
<sup>Return to by 5:00pm 10/7:</sup> Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock@w.com
Suzanne Fynn	East Hill	9961768
Caleb Miller	211 Old Maple	Sonoma CA
Terri Miller	465 Calle del Norte	Sonoma 95476
Jeff Pearce	17359 Hillside Ave	Sonoma, CA 95476
Byron Hanisch	2410 Thornsberryl	Sonoma Ca. 95476
Grant Dobson	238 Todd Ave	Sonoma CA 95476
<sup>0000</sup> Rich'd A. Heckler	1638 Lowell Vly Rd	Sonoma 95476
Rje Casale	30 Spain Street	Sonoma 95476
Linda J. J...	151 Boyce Blvd	Sonoma 95476
	181 TEMPLE CIL	Sonoma 95476
Luis MORAÑA	450 CHERRY AVE	SONOMA CA 95476
Kendall Comfort	550 2nd St. West	Sonoma 95476

Kendall @  
sonomavalley  
unl.com

PETITION TO SONOMA CITY COUNCIL

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NAME	ADDRESS	EMAIL/PHONE
<i>Returned by 5:00pm 10/7:</i> Jennifer Heinstack	243 W. Spain St	322-6254 jenniferheinstack@comcast.net
Donna Thomas	1107 Princeton St	donna@sonoma.com
Janet Morovich	985 Manor Drive	jmarickeiser@aol.com
Kimberly Blatter	426 2nd St E	415 725-1634
Paula + Paul Jyka	154 W Spain St, unit V	415-786-7112
Joanna Ramirez	19150 Rte 54E	415-606-7039
DEBORAH MULCAHY	262 AVENIDA BARBERA	707-225-4082
Celina Briggs	17350 Hillside Ave.	CelinaBriggs@gmail.com (707) 758-4981
ZACK Murphy	304A <sup>5</sup> St W.	831-566-1048
Kerry Carobio	554 E. Thomson ave.	707-938-4136
Donna Douglas	625 1st St W Sonoma	dmpdouglas@hotmail.com
Madeleine Wind	18504 Happy Ln Sonoma	916-3073
Mari Cea	510 Boyes Blvd 95476	2mari.cea@gmail.com

PETITION TO SONOMA CITY COUNCIL

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<u>NAME</u>	<u>ADDRESS</u>	<u>EMAIL/PHONE</u>
Returned by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock
Jos Cofano	976 W. Watnaugh Rd	408-306-4049
Paul D. Mattice	121 Andrioux St	939-7855
Herry Lambrecht	280 Pickett St.	933-1320
Patty Lambrecht	280 Pickett St.	933-1320
	420 KELLY GLEN AVE	seantaber@gmail.com
Janette Tschann	409 San Gabriel Dr.	sonyachann@qnet.com
Amy Hesson	420 KELLY GLEN AVE	aveson@gmail.com
Tracey Tyler	POB 507 VINEBURG CA 95487	
Chris Drocco	401 W Napa St Sonoma Ca. 95476	721530
Dea Reynolds	486 Linda Dr Sonoma Ca 95476	
Bev Pearson	490 Denmark St. Sonoma 95476	
RALPH M DONALD	CALIFORNIA DE YOUNG VINE	92498

PETITION TO SONOMA CITY COUNCIL

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NAME	ADDRESS	EMAIL/PHONE
Return to by 5:00pm 10/7: Jennifer Hainstock	243 W. Spain St	322-6254 jenniferhainstock@mc CDU
B.D. Scott	17126 Cedar Ave	(206) 458-8687
Rosemary McCarthy	10100 Los Lobos Dr Sonoma	rosemary.mccarthy@comcast.net
Robert Math	90 Loma Vista Sonoma	415-272-9400
ME Ferreri	17680 Carriger Rd Sonoma	707 933-0203
Denise Sobel	19300 Wyeth Sonoma	996-0229
Olym Olum	1004 Creekside Ct Sonoma	996-513158
Olym Olum	767 Ernest Dr	337 3183
Robert Kearns	4273 LAKESIDE RD	939-9249
Mark Johnson	13450 MOWA AVE GLEN ELLEN	933 1368
WAYNE FLAGG	19444 GOIN CANE SONOMA	939-9946
Barbara Moore	21005 Pearl Ave Sonoma	818-7637 925 <del>925</del>
Andrea Potts	1150 E McArthur Sonoma	misspottsicker@ycom

**Your help is needed to ensure dogs are allowed on Montini** (the property behind General Vallejo's home)

Please:

1. **Attend the October 7th City Council meeting.** 6 p.m., 177 First Street West, Sonoma. On October 7th the council will decide if they will allow dogs on Montini - we're asking for leashed dogs and a dog park of approximately one acre. Please plan to stay as long as it takes. We need to show up and show the Council how important this is; there is opposition.

2. **Email or call the council members and City Planner David Goodison.** An email is better than a call as it's a record that will be kept in the file.

**Here is the contact information:**

David Goodison 707-938-3681 [dgoodison@sonomacity.org](mailto:dgoodison@sonomacity.org)

Steve Barbose (707) 292-3675 [sbarbose@vom.com](mailto:sbarbose@vom.com)

Ken Brown (707) 938-8623 [ken@bearflagsocialclub.com](mailto:ken@bearflagsocialclub.com)

David Cook (707) 490-8921 [David@cvmgrapes.com](mailto:David@cvmgrapes.com)

Laurie Gallian (707) 738-9847 [lauriegallian@comcast.net](mailto:lauriegallian@comcast.net)

Tom Rouse (707) 738-7897 [SonomaRouse@yahoo.com](mailto:SonomaRouse@yahoo.com)

3. **Add your name to and circulate the petition on the opposite side** - Take a copy of the petition wherever you go. Stop people, who live in Sonoma Valley, who have dogs or people who support dogs on Montini and ask them to sign. Please return the petitions to me by email, snail mail or dropping them at my house by October 7th at 5 p.m., or bring it with you to the meeting. Even if it just has your name that's fine – but can you get 12?

4. **Circulate this information to your friends. We need people to help!**

**THANK YOU, WE CAN DO IT IF WE ALL WORK TOGETHER!**

Jennifer Hainstock, 322-6254, [jenniferhainstock@me.com](mailto:jenniferhainstock@me.com)  
243 West Spain Street, Sonoma, CA 95476



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

City Council Agenda Item: 8C

Meeting Date: 09/07/2013

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**Department**

Administration

**Staff Contact**

Carol E. Giovanatto, City Manager

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**Agenda Item Title**

Discussion, consideration and possible action providing direction to the Mayor regarding the City's vote on appointments by the Sonoma County Mayors' and Councilmembers' Association at their October 10, 2013 meeting.

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**Summary**

The Sonoma County Mayors' and Councilmembers' Association will hold its fifth regular meeting of 2013 on October 10, 2013 in Rohnert Park. The evening will include a meeting of the Association Board of Directors and the General Membership.

At that meeting, the Association Board of Directors will consider two appointments to the North Bay Division LOCC Executive Board to fill the expiring terms of Councilmembers Laurie Gallian and Susan Harvey.

Letters of interest were submitted by Sonoma Councilmember Laurie Gallian, Cotati Councilmember Susan Harvey, Petaluma Vice Mayor Chris Albertson, and Santa Rosa Councilmember Ernesto Olivares.

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**Recommended Council Action**

Discuss and consider, and provide direction to the Mayor regarding a recommendation for the appointments.

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**Alternative Actions**

Council discretion.

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**Financial Impact**

N/A

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**Environmental Review**

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

**Status**

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

**Attachments:**

1. Letters of interest
- 

cc: n/a

No. 1 The Plaza  
Sonoma, California 95476-6618  
Phone (707) 938-3681 Fax (707) 938-8775  
E-Mail: [cityhall@sonomacity.org](mailto:cityhall@sonomacity.org)



Aswan, Arab Republic of Egypt  
Chambolle-Musigny, France  
Greve in Chianti, Italy  
Kaniv, Ukraine  
Patzcuaro, Mexico

July 19, 2013

Sonoma County Mayors and Council Members

Re: Application for North Bay Division, League of California Cities- Executive Board

Dear Mayors and Councilmembers,

I am submitting this letter of interest for your consideration to fill a position on the Executive Board of the North Bay Division of the League of Cities. It has been a privilege to represent you on this Board since August 2011 and I would appreciate your continued support and request that you appoint me to this position.

It has been my distinct honor to currently serve as your representative on the Sonoma County Agricultural Preservation and Open Space District Advisory Committee since June 2009. I serve and am currently the Chair of the Committee.

Besides serving on the Ag Preservation and Open Space District, prior to elected office I served on the 2007 Sonoma County Community Climate Action Plan Committee. In 2008, I entered into elected office in Sonoma and currently represent the City of Sonoma on the following boards:

- Association of Bay Area Government (Delegate)
- Cittaslow Sonoma Valley Advisory Board
- Sonoma County Transportation Authority
- Regional Climate Protection Authority
- Water Advisory Committee

It is my intent to represent as I do now the interests of all the cities and towns in Sonoma County. I am well informed on the issues now confronting the landscape of this county. I work collaboratively with all agencies to have challenging issues presented and discussed. It is most important to listen and represent your views. Engaging the public in a civil and professional manner to get results is a goal I strive for. I have a vision of leadership that watches out for the future generations. I am accessible and connect with people and issues.

I have completed the Advanced Leadership training. I am in communication with our Representative Nancy Bennett Hall, as well as local County Assembly members and Senate representative.

I eagerly anticipate the possibility of continuing to represent you on the NB LOCC Executive Board and accept the challenge to work collaboratively in a regional cities leadership approach to explore and support our cities and town in the challenges and successes in Sonoma County for today and future generations.

Thank you for your consideration and I would very much appreciate your support for this appointment. Feel free to contact me at [lauriegallian@comcast.net](mailto:lauriegallian@comcast.net) or at (707) 738-9847.

Sincerely,

A handwritten signature in cursive script that reads "Laurie Gallian". The signature is fluid and elegant, with a long, sweeping tail on the final letter.

Laurie Gallian  
Councilmember

**City of Cotati**  
50<sup>TH</sup> ANNIVERSARY CELEBRATION



July 29, 2013

Sonoma County Mayors and Councilmembers

Re: Application for North Bay Division, League of California Cities – Executive Board

Dear Mayors and Councilmembers,

I am pleased to submit my letter of consideration for one of the positions on the Executive Board for the North Bay Division of the Leagues of California Cities. I am seeking reappointment to this position, as I believe I have represented our cities and towns well over the last two years and would like to continue representing our communities. I have enjoyed participating on the Executive Board and feel the position has helped grow my understanding of the challenges faced by all of the member cities and towns. We have been able to share common experiences and solutions.

As an appointee to the League of California Cities Tax and Revenue Policy Committee, I have seen how many of the financial issues facing our local cities are also impacting cities throughout California. It is necessary for us to work together to support State-wide efforts which bring the most benefit to our cities and towns. As we work in partnership with other cities, we have a stronger voice and can effect change.

It has been my distinct honor to represent you on the Executive Board for the North Bay Division of the League of California Cities and on the Child Care Planning Council.

I look forward to working collaboratively with you to solve the challenges facing us. I believe that working together we can find creative solutions. I truly appreciate the support and consideration of the Mayors and Councilmembers. Feel free to contact me at [sharvey55@aol.com](mailto:sharvey55@aol.com) or at 707-795-0637.

Respectfully yours,

A handwritten signature in cursive script that reads 'Susan Harvey'.

Susan Harvey  
Councilmember, City of Cotati



# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

Chris Albertson  
*Vice Mayor*

July 8, 2013

Sonoma County Mayors and Councilmembers  
c/o Karen Massey, Assistant City Manager / Comm. Dev. Dir.  
City of Cloverdale  
124 N. Cloverdale Boulevard  
Cloverdale, California 95425

Sonoma County Mayors and Councilmembers,

I am submitting this letter in nomination as a representative on the North Bay Executive Committee with the League of California Cities.

I have been involved with municipal government for over 40 years, serving 38 years in the fire service, including over 6 years as the Fire Chief for the City of Petaluma and the past 2-1/2 years on the Petaluma City Council.

I support the mission of the League of California Cities and look forward to being a strong voice for the North Bay Executive Committee, representing our common interest.

Respectfully,

Chris Albertson, Vice Mayor

*Petaluma City Hall  
11 English Street  
Petaluma, CA 94952*

*Msg Phone (707) 778-4525  
Fax (707) 778-4419*

*E-Mail  
councilman.albertson@gmail.com*



July 30, 2013

Sonoma County Mayors' and Councilmembers' Association of Sonoma County  
City of Cloverdale  
Karen J. Massey  
Assistant City Manager  
P. O. Box 217  
Cloverdale, CA 95425

RE: Letter of Interest  
North Bay Division, LOCC, Executive Board

SCOTT P. BARTLEY  
Mayor

ERIN CARLSTROM  
Vice Mayor

JULIE COMBS  
ERNESTO OLIVARES  
JAKE OURS  
ROBIN SWINTH  
GARY WYSOCKY

I am requesting appointment to one of two upcoming vacancies on the North Bay Division, LOCC, Executive Board.

I have been an active member of the League of California Cities since my election to the Santa Rosa City Council in 2008. In 2009, I was elected to serve a one-year term as President of the North Bay Division. I have attended LOCC annual conferences for the past four years, and I remain active with the North Bay Division by attending quarterly meetings and serving on the nominating committee.

For the past year I have served on the LOCC Public Safety Policy Committee, and I currently serve on the Standing Committee on Gun Violence.

I respectfully ask for your vote in filling one of the vacant positions.

Sincerely,

ERNESTO OLIVARES  
City Council Member

EO/sks

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

**Agenda Item: 10A**  
**Meeting Date: 10/07/2013**

<b>Department</b> Administration	<b>Staff Contact</b> Gay Johann, City Clerk/Assistant to the City Manager
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**Agenda Item Title**

Councilmembers' Reports on Committee Activities.

**Summary**

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

MAYOR BROWN	MPT. ROUSE	CLM. BARBOSE	CLM. COOK	CLM. GALLIAN
AB939 Local Task Force	ABAG Alternate	Cittaslow Sonoma Valley Advisory Council, Alt.	Cemetery Subcommittee	ABAG Delegate
Oversight Board to the Dissolved CDA	City Audit Committee	North Bay Watershed Association	City Facilities Committee	Cemetery Subcommittee
Sonoma Community Center Subcommittee	City Facilities Committee	Sonoma Community Center Subcommittee	LOCC North Bay Division Liaison	Cittaslow Sonoma Valley Advisory Council
Sonoma County Health Action	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	<del>Sonoma County/City Solid Waste Advisory Group (SWAG)</del>	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 Clean Power Alt. (09/04/13)	<del>Sonoma County/City Solid Waste Advisory Group (SWAG), Alt.</del>
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 Clean Power (7/15/13)		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