

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

Community Meeting Room, 177 First Street West, Sonoma CA



Monday, November 3, 2014

6:00 p.m.

AGENDA

City Council

Tom Rouse, Mayor

David Cook, Mayor Pro Tem

Steve Barbose

Ken Brown

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 (Cook, Brown, Gallian, Barbose, Rouse)**

1. COMMENTS FROM THE PUBLIC

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

2. MEETING DEDICATIONS

3. PRESENTATIONS

Item 3A: Report Regarding the Sonoma County Library Commission

Item 3B: Report by Sonoma Overnight Support regarding the Emergency Shelter Program

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

All items listed on the Consent Calendar are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council, staff, or public request specific items to be removed for separate action. At this time Council may decide to change the order of the agenda.

Item 4A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only. (Standard procedural action - no backup information provided)

Item 4B: Acceptance of the Sonoma Tourism Improvement District Annual Report.
Staff Recommendation: Approve annual report. This item is returned for ratification.

Item 4C: Adoption of a resolution approving an application by Project Sport LLC for temporary use of City streets for Echelon Ride to Revel Cycling Event on Saturday, April 25, 2015.
Staff Recommendation: Adopt the resolution.

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

Item 4D: Adoption of a resolution approving an application by Destination Races for temporary use of City streets for the Napa to Sonoma Wine Country Half Marathon on Sunday, July 19, 2015.

Staff Recommendation: Adopt the resolution.

Item 4E: Adoption of an ordinance amending the Chapter 19.94 of the Sonoma Municipal Code to implement Housing Element programs and comply with State law.

Staff Recommendation: Adopt the ordinance.

Item 4F: Adoption of a resolution upholding an appeal of the Planning Commission's decision to deny the application of Leonard Tillem for a Use Permit to allow the conversion of the mixed-use building at 162-166 West Spain Street into two vacation rental units as an adaptive reuse of an historic structure.

Staff Recommendation: Adopt the resolution.

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

All items listed on the Consent Calendar are considered to be routine and will be acted upon by a single motion. There will be no separate discussion of these items unless members of the Council, staff, or public request specific items to be removed for separate action. At this time Council may decide to change the order of the agenda.

6. PUBLIC HEARINGS - None

7. REGULAR CALENDAR – CITY COUNCIL

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

Item 7A: Discussion, Consideration and Possible Action to Approve a Lease of the Marcy House Located at 205 First Street West to the Sonoma Valley Historical Society.

(Development Services Director)

Staff Recommendation: Approve the proposed lease of the Marcy House to the Sonoma Valley Historical Society.

Item 7B: Discussion, Consideration and Possible Action to Authorize the Sonoma Valley Historical Society to File a Use Permit Application and if Approved, to Sublet a Portion of the Marcy House for Commercial Administrative Office Purposes.

(Development Services Director)

Staff Recommendation: 1. Authorize the Sonoma Valley Historical Society to file a Use Permit application for the commercial administrative office use. 2. If said Use Permit is approved by the Planning Commission, authorize the City Manager to provide express written permission to allow the Society's subletting of a portion of the premises for commercial administrative office use.

Item 7C: Discussion, Consideration and Possible Action to Grant a Conditional Extension of the Refuse Contract to Sonoma Garbage Collectors. (City Manager)

Staff Recommendation: Council discretion.

Item 7D: Discussion, consideration, and possible action regarding a request from Mr. Don Bandur to install an exercise rings station along the bike path, Requested by Mayor Rouse. (City Manager)

Staff Recommendation: Council discretion.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

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

9. COUNCILMEMBERS' REPORTS AND COMMENTS

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

11. COMMENTS FROM THE PUBLIC

12. ADJOURNMENT

I do hereby certify that a copy of the foregoing agenda was posted on the City Hall bulletin board on October 30, 2014. Gay Johann, Assistant City Manager/City Clerk

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

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

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



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3A

Meeting Date: 11/03/14

Department

Administration

Staff Contact

Carol Giovanatto, City Manager

Agenda Item Title

Report Regarding the Sonoma County Library Commission

Summary

Joanne Sanders, the City's appointed representative on the Sonoma County Library Commission, will provide a report on achievements, goals and activities of the Commission.

In keeping with City practice presenters have been asked to keep the total length of the presentation to no more than 10 minutes.

Recommended Council Action

Receive the report.

Alternative Actions

N/A

Financial Impact

N/A

Environmental Review

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

Status

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

Attachments:

None

Alignment with Council Goals:

N/A

cc: Joanne Sander via email



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3B

Meeting Date: 11/03/2014

Department

Administration

Staff Contact

Carol Giovanatto, City Manager

Agenda Item Title

Report by Sonoma Overnight Support regarding the Emergency Shelter Program

Summary

Ms. Catherine Barber, Director of The Haven, will provide an update of the ongoing activities of Sonoma Overnight Support. In keeping with City practice presenters have been asked to keep the total length of the presentation to no more than 10 minutes.

For informational purposes, staff is providing the following summary background:

In 2003 members of Sonoma Overnight Support (SOS) came before the Council expressing the need for a temporary emergency shelter in the City. Talks ensued between the City, SOS and local housing and homeless advocates and the concept for a one-unit shelter at the Police Department site was developed. In December 2005 the City/CDA entered into an agreement with Sonoma Overnight Support to provide management services for the shelter at an annual compensation rate of \$15,000. By 2007 the concept of a one-unit shelter had been expanded to three units with an estimated cost of \$499,126. Funding for the project was derived using former redevelopment funds and a \$279,788 grant from the State. The construction bid was awarded in August 2007 and construction was completed in March 2008. Subsequently the shelter was named The Haven. Sonoma Overnight Shelter continued to manage The Haven and in October 2011, the City/CDA amended their contract to increase their annual funding to \$30,000 through June 30, 2020. Support for the Sonoma Overnight Shelter is to fund specific Program Elements as described in Exhibit A to the 2005 SOS Agreement (Attached). This former Redevelopment Contract is listed an Enforceable Obligation on the Recognized Obligation Schedule (ROPS) filed with the State Department of Finance.

Recommended Council Action

Receive the report.

Alternative Actions

N/A

Financial Impact

The City provides \$30,000 annually to Sonoma Overnight Support.

Environmental Review

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

Status

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

Attachments:

1. 2005 SOS Agreement
 2. 2011 SOS Agreement Amendment
-

Alignment with Council Goals:

N/A

cc: Catherine Barber via email

**AGREEMENT
BY AND BETWEEN
SONOMA OVERNIGHT SUPPORT (SOS) AND THE
COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF SONOMA
TO PROVIDE MANAGEMENT SERVICES
FOR AN EMERGENCY SHELTER PROGRAM**

This Agreement, dated 12-13-05 by and between Sonoma Overnight Support (hereinafter referred to as "SOS") and the Community Development Agency of the City of Sonoma (hereinafter referred to as "AGENCY").

WITNESSETH:

WHEREAS, under state redevelopment law, AGENCY is responsible for administering a low and moderate income housing fund; and

WHEREAS, AGENCY has issued bonds and receives tax increment income which provide funding for the programs of the AGENCY; and

WHEREAS, AGENCY must utilize twenty percent (20%) of its tax increment revenues to improve and expand housing affordable to low to moderate income households; and

WHEREAS, the AGENCY is desirous of initiating a program to provide temporary emergency shelter to assist low income families which have become homeless; and,

WHEREAS, SOS proposes to manage a homeless program to provide interim housing for families in need of temporary shelter; and

NOW, THEREFORE, SOS and AGENCY, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

I. TERM

The term of this Agreement shall begin on 13th day of DECEMBER 2005 and shall continue until a 90-day written notice of termination is issued; or upon the termination pursuant to provisions of cause stated within this agreement.

II. CORPORATION ORGANIZATION

SOS shall:

1. Provide AGENCY with copies of the following documents, evidencing filing with the appropriate governmental agency:

- a) A copy of the current Bylaws of SOS;
 - b) Documentation of its Internal Revenue Service non-profit status;
 - c) Names and addresses of the current Board of Directors of SOS.
- 2) Immediately report to AGENCY any changes, subsequent to the date of this Agreement, in SOS's Articles of Incorporation, Bylaws, Board of Directors, personnel policies and procedures, affirmative action plan, or tax exempt status.
 - 3) Maintain no member of its Board of Directors as a paid employee, agent, independent contractor, or subcontractor under this Agreement.
 - 4) Open to the public all meetings of its Board of Directors if and when required by California's open meetings laws, except meetings, or portions thereof, dealing with personnel or litigation matters or confidential client information or as otherwise provided by law.
 - 5) Keep minutes of all its regular and special meetings.
 - 6) Comply with all provisions of California and Federal non-profit corporation laws.

III. AGENCY RESPONSIBILITIES

The AGENCY shall:

- 1) Provide SOS with an annual compensation of an amount not to exceed \$15,000, to be paid in quarterly installments based on submitted receipts and other expenses documented by SOS, commencing from the date that the agreement is executed.

IV. PROGRAM PERFORMANCE

SOS shall:

- 1) Conduct the PROGRAM as set forth in Exhibit "A," attached
- 2) Conduct interview and screening procedures to ensure eligibility of Program applicants prior to assigning shelter and providing support services for qualifying low income families.
- 3) Notify AGENCY of any property damage or personal injury occurring in conjunction with the PROGRAM upon knowledge of such occurrence.
- 4) File quarterly reports with the AGENCY documenting the type and number of services rendered through the operation of the PROGRAM and describing the beneficiaries of these services, which reports shall evaluate the manner in which the PROGRAM is achieving its

objectives and goals. The progress reports shall be due ten days after the close of each reporting period and shall cover the three calendar months immediately preceding the date on which the report is filed.

- 5) Include an acknowledgment of AGENCY funding and support on all appropriate publicity and publications using words to the effect: "funded in whole or part by the Community Development Agency of the City of Sonoma."

V. FISCAL RESPONSIBILITIES

SOS shall:

- 1) Document all PROGRAM revenues and costs and maintain adequate cost records.
- 3) Submit to the AGENCY monthly financial statements together with all supporting documentation listing separate revenues and costs for the PROGRAM.
- 4) Certify current and continuous insurance coverage, subject to AGENCY approval and in accordance with requirements as outlined in Section XV of this Agreement.
- 5) Provide to AGENCY, within 90 days, a copy of any audit and management letter (if any).

VI. RECORDS

SOS shall:

- 1) Maintain complete and accurate records of all its transactions including, but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements, client statistical records, personnel, property and all other pertinent records sufficient to reflect properly (a) all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred to perform this Agreement or to operate the PROGRAM, and (b) all other matters covered by this Agreement.
- 2) SOS shall preserve and make available its records until:
 - a) The expiration of five years from the date of termination of this Agreement; or
 - b) For such longer period, if any, as is required by applicable law; or
 - c) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of termination.
- 3) At any time during normal business hours, subject to applicable law, including landlord/tenant law) and as often as may be deemed necessary, SOS agrees that the

AGENCY, and/or any duly authorized representatives may until expiration of (a) five years from the date of termination of this Agreement, or (b) such longer period as may be described by applicable law, have access to and the right to examine its plants, offices and facilities used in the performance of this Agreement or the operation of the PROGRAM, and all its records with respect to the PROGRAM and all matters covered by this Agreement. SOS also agrees that AGENCY or any duly authorized representatives shall have the right to audit, examine, and make excerpts or transcriptions of and from such records and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to the PROGRAM and matters covered by this Agreement. SOS will be notified in advance that an audit will be conducted. SOS will be required to respond to any audit findings, and have the responses included in the final audit report. The cost of any such audit will be borne by AGENCY.

VII. CONTRACT COMPLIANCE

- 1) Evaluation and monitoring of the PROGRAM performance shall be the mutual responsibility of both AGENCY and SOS. SOS shall furnish all data, statements, records, information and reports necessary for AGENCY to monitor, review and evaluate the performance of the PROGRAM and its components. AGENCY shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by AGENCY.
- 2) Upon receipt by AGENCY of any information that evidences a failure by SOS to comply with any provision of this Agreement, AGENCY shall have the right to require corrective action to enforce compliance with such provision. Areas of noncompliance include but are not limited to:
 - a) If SOS (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or data furnished to AGENCY in connection with the PROGRAM.
 - b) If there is pending litigation with respect to the performance by SOS of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the PROGRAM.
 - c) If SOS shall have taken any action pertaining to the PROGRAM which required AGENCY approval without having obtained such approval.
 - d) If SOS is in default under any provision of this Agreement.
 - e) If SOS makes an improper use of AGENCY funds or properties as described above.
 - f) If SOS submits to AGENCY any report which is incorrect or incomplete in any material respect.
 - g) If SOS fails to meet the stated objectives in Exhibit "A" (PROGRAM ELEMENTS).
- 3) AGENCY in its absolute discretion and in lieu of immediately terminating this Agreement upon occurrence or discovery of noncompliance by SOS under this Agreement, shall have the right to give SOS notice of AGENCY'S intention to consider corrective action to

enforce compliance. Such notice shall indicate the nature of the non-compliance and the procedure whereby SOS shall have the opportunity to participate in formulating any corrective action recommendation. AGENCY shall have the right to require the presence of SOS's officer(s) at any hearing or meeting called for the purpose of considering corrective action. Thereafter, AGENCY shall forward to SOS specific corrective action recommendations; a timetable for corrective action shall be defined in the notice. In the event that SOS does not implement the corrective action recommendations in accordance with the corrective action timetable, AGENCY may suspend payments hereunder to terminate this Agreement.

VIII. PROGRAM COORDINATION

- 1) As of the date hereof, SOS has designated Sy Lenz to serve as PROGRAM MANAGER and to assume overall responsibility for the progress and execution of this Agreement. The AGENCY shall be immediately notified in writing of the appointment of a new PROGRAM MANAGER.
- 2) All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addressed:

AGENCY: Michael Fuson, Executive Director
 City of Sonoma CDA
 #1 the Plaza
 Sonoma, CA 95476

SOS: Sy Lenz, President
 Sonoma Overnight Support (SOS)
 840 Princeton Drive
 Sonoma, CA 95476

All notices shall either be hand delivered or sent by United States mail, registered or certified, postage prepaid. Notices given in such a manner shall be deemed received when hand delivered or seventy-two (72) hours after deposit in the United States mail. AGENCY or SOS may change its address for the purpose of this Section by giving five days written notice of such change to the other party in the manner provided in this Section.

IX. TERMINATION

- 1) In addition to the AGENCY's right to terminate for cause set forth in this Agreement, either AGENCY or SOS may suspend or terminate this Agreement for any reason by giving ninety (90) days prior written notice to the other party. Upon receipt of such notice, performance of the services hereunder will be immediately discontinued.
- 2) Upon termination of this Agreement, SOS shall:
 - a) Turn over to AGENCY immediately any and all copies of studies, reports, property

keys and other data or property, whether or not completed, prepared by SOS or its subcontractors, if any, solely in connection with this Agreement. Provided, however, the obligation to provide client information is subject to the limits provided by law. Such materials shall become the property of the AGENCY. SOS, however, shall not be liable for AGENCY's use of incomplete materials or for AGENCY's use of completed documents if used for other than the services contemplated by this Agreement; and

- b) Transfer to the AGENCY any AGENCY funds on hand and any accounts receivable attributable to the use of AGENCY funds. All assets acquired with AGENCY funds shall be returned to the AGENCY unless otherwise negotiated by separate agreement.
- 3) Upon notice of termination of this Agreement, SOS shall immediately provide AGENCY access to all documents, records, payroll, minutes of meetings, correspondence and all other data pertaining to the AGENCY funds granted to SOS pursuant to this Agreement.

X. INDEPENDENT CONTRACTOR

This is an Agreement by and between independent contractors and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between SOS and AGENCY. SOS including its officers, employees, agents or independent contractors or subcontractors, shall not have any claim under this Agreement or otherwise against AGENCY for any Social Security, Worker's Compensation, or employee benefits extended to employees of SOS.

XI. ASSIGNABILITY

- 1) This Agreement may not be assumed nor assigned to another CORPORATION, PERSON, PARTNERSHIP or any other entity without the prior written approval of the AGENCY.
- 2) Work or services to be performed hereunder shall not be assigned, delegated or subcontracted to third parties without the prior written approval of AGENCY. Any third party that performs work or services shall be deemed to be employees of SOS, for purposes of this agreement and SOS shall be responsible for their performance and any liabilities attaching to their actions or omissions.

XII. COMPLIANCE WITH LAW

SOS and all its subcontractors, independent contractors, and employees, if any, shall become familiar with and comply with all applicable federal, state and local laws, ordinances, codes, regulations, orders, and statutes.

XIII. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION

Except as may be required by law, AGENCY and SOS agree to maintain the confidentiality of any information regarding applicants for services offered by the PROGRAM pursuant to this

Agreement or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to persons having responsibilities under this Agreement, including those furnishing services under the PROGRAM through approved subcontracts.

XIV. HOLD HARMLESS AND INSURANCE

- 1) SOS shall indemnify, defend, and hold harmless the AGENCY and SONOMA VALLEY FIELD OF DREAMS and their officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the SOS, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the AGENCY.

- 2) Upon the effective date of this agreement, SOS shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by SOS, its agents, representatives, employees or subcontractors excluding Course of Construction insurance. Upon the effective date of a subcontract, SOS shall require that subcontractors procure and maintain for the duration of any subcontract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described in the subcontract.
 - a) **Minimum Scope of Insurance**
Coverage shall be at least as broad as:
 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

 - b) **Minimum Limits of Insurance**
SOS and/or any subcontractor shall maintain limits no less than:
 1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage, Insurance Services Office form number CA 0001 (ed. 1/87) covering

Automobile Liability, code 1 (any auto).

3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

c) Deductibles and Self-Insured Retentions

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

d) Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The AGENCY, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the SOS or a subcontractor; and with respect to liability arising out of work or operations performed by or on behalf of the SOS including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to SOS's or a subcontractor's insurance, or as a separate policy.
2. For any claims related to the PROGRAM, the SOS's or subcontractor's insurance coverage shall be primary insurance as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY its officers, officials, employees, and volunteers shall be excess of the SOS's or subcontractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the AGENCY.
4. Course of Construction policies shall contain the following provisions; the AGENCY shall be named as loss payee and the insurer shall waive all rights of subrogation against the AGENCY.

e) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

f) Verification of Coverage

SOS or subcontractor's shall furnish the AGENCY with original certificates and amendatory endorsement effecting coverage required by this clause. The endorsements should be on forms provided by the AGENCY or on other than the AGENCY'S forms, provided those endorsements or policies conform to the

requirements. All certificates and endorsements are to be received and approved by the AGENCY before work commences. The AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

XV. WAIVER OF RIGHTS AND REMEDIES

In no event shall any payment by AGENCY constitute or be construed to be a waiver by AGENCY of any breach of the covenants or conditions of this Agreement or any default which may then exist on the part of SOS, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to AGENCY which respect to such breach or defaults. In no event shall payment to SOS by AGENCY in any way constitute a waiver by AGENCY of its rights to recover from SOS the amount of money paid to SOS on any item, which is not eligible for payment under the PROGRAM or this Agreement. No act of omission by SOS of AGENCY; including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the AGENCY and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be constructed as continuing, or as a bar to, or as a waiver of, any subsequent right, remedy or recourse as to a subsequent event.

XVI. AMENDMENTS

Amendments to the terms or conditions of this Agreement shall be requested in writing by the party desiring such amendments, and any such amendment shall be effective only upon the mutual Agreement in writing of the parties hereto.

XVII. INTEGRATED DOCUMENT

This Agreement contains the entire Agreement between AGENCY and SOS with respect to the subject matter hereof. No written or oral Agreements with any officer, agent or employee of AGENCY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

XIII. INVALIDITY

In case any one or more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

XIX. MISCELLANEOUS

- 1) The captions of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.

2) All exhibits attached hereto and referred to in this Agreement are incorporated herein by this reference as if set forth fully herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused the Agreement to be executed by their duly authorized agents this 13th day of DECEMBER 2005.

APPROVED AS TO FORM:

THE COMMUNITY DEVELOPMENT
AGENCY OF THE CITY OF SONOMA

By: Tom Curry 12/21/05
Tom Curry Date
City Attorney

By: Michael Fuson 12/15/05
Michael Fuson Date
Executive Director and City Manager

SONOMA OVERNIGHT SUPPORT

By: Dy Lantz
President of Board

Date

Exhibit A

PROGRAM ELEMENTS

MANAGEMENT AND OPERATION OF OVERNIGHT SHELTER AND PROVISION OF RELATED SERVICES

A. Sonoma Overnight Support (SOS) shall:

1. Prepare and distribute informational materials to explain the program.
2. Develop and implement client eligibility requirements, subject to the review and approval of the City Manager.
3. Conduct intake and evaluation procedures of all prospective clients to ensure that they meet the approved eligibility requirements for the services provided.
4. Provide emergency shelter to qualified clients in licensed hotels and motels.
5. Provide client referrals to appropriate support services.
6. Provide referrals to other shelter facilities as necessary.
7. Adopt, post and enforce "Intake Rules" (e.g., no smoking, no drugs or alcohol, no pets, etc.). These rules shall be subject to the review and approval of the City Manager.
8. Provide adequate staffing to support the program, including the provision of volunteers and their training.
9. Prepare and maintain written documentation on requests for emergency housing assistance and on emergency housing clients, including their origin, the basis of need, the length of stay, services provided, and the outcome of the services.
10. Operate the program in a manner that promotes the safety and well-being of the clients and that minimizes conflicts with neighboring uses.

B. The Community Development Agency of the City of Sonoma shall:

1. Review and approve informational materials.
2. Assist in the distribution of informational materials and conduct of outreach activities.

**AMENDMENT NO. 1 TO THE AGREEMENT BY AND BETWEEN SONOMA
OVERNIGHT SUPPORT AND THE COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF SONOMA (TO PROVIDE MANAGEMENT SERVICES FOR AN
EMERGENCY SHELTER PROGRAM**

THIS AMENDMENT NO. 1 to the Agreement by and between Sonoma Overnight Support ("SOS") and the Community Development Agency of the City of Sonoma to Provide Management Services for an Emergency Shelter Program ("Amendment No. 1"), is dated March 7, 2011 for reference purposes only ("Reference Date"), with respect to the following:

RECITALS:

A. SOS and the Agency entered into that certain Agreement by and between Sonoma Overnight Support ("SOS") and the Community Development Agency of the City of Sonoma to Provide Management Services for an Emergency Shelter Program, dated December 13, 2005 ("Agreement").

B. As part of its budget approval for Fiscal Year 2009-2010, the Agency increased its annual appropriation to SOS under the Agreement from \$15,000 per year to \$30,000 per year. The Agency took that budget approval action for Fiscal Year 2010-2011 on October 21, 2009.

C. The purpose of this Amendment No. 1 is to memorialize the amendment to the Agreement agreed to by SOS and the Agency. SOS and Agency agree the amendment was effected by the Agency's adoption of its Fiscal Year 2009-2010 and effective as of on October 21, 2009, the date of that budget approval action.

AMENDMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Section III of the Agreement is hereby amended in its entirety to read as follows:

The AGENCY shall:

1) Provide SOS with an annual compensation of an amount not to exceed \$30,000, to be paid in quarterly installments based on submitted receipts and other expenses documented by SOS, commencing from the date that the agreement is executed.

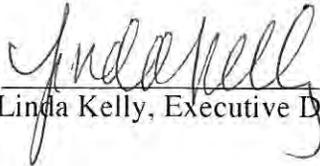
Section 2. No Other Amendment. Except as set forth in Section 1 hereof, the Agreement shall remain in full force and effect.

Section 3. This Amendment No. 1 may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect upon all of the parties hereto signing this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Amendment No. 1 as of October 21, 2009, and executed this Amendment No. 1 it as of the Reference Date.

“AGENCY”

SONOMA COMMUNITY DEVELOPMENT
AGENCY

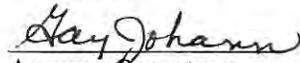
By: 
Linda Kelly, Executive Director

“SOS”

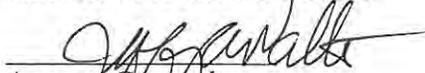
SONOMA OVERNIGHT SUPPORT

By: 
Sy Lenz, President

ATTEST:


Agency Secretary

APPROVED AS TO FORM:


Agency Counsel



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 11/03/2014

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Acceptance of the Sonoma Tourism Improvement District Annual Report.

Summary

The Sonoma Tourism Improvement District (TID) is a benefit assessment district established to help fund marketing and sales promotion efforts for Sonoma lodging businesses. TID includes all lodging businesses (hotels, motels, inns, bed and breakfasts, and vacation rentals) located within the boundaries of the City of Sonoma. The Council approved the formation of the District Management Plan on April 2, 2012 with an effective date of July 1, 2012. In accordance with the Plan, the TID board is required to present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650. Upon review of the annual report Council may request additional financial documentation of expenditure of assessments which may include audited financial statements, federal or state non-profit corporate tax returns or be in any other form that may provide the requested information.

NOTE: The annual report was submitted to the City Council at the October 20, 2014 as a presentation item which did not provide the City Council the opportunity to take action to accept it or to request additional information from the TID.

Recommended Council Action

Approve annual report. This item is returned for ratification.

Alternative Actions

Request additional financial information.

Financial Impact

TID collections provide an estimated \$4,400 (1%) administrative fee payable to the City of Sonoma

Environmental Review

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

Status

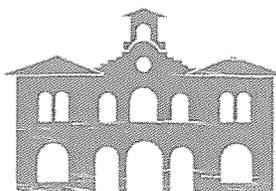
- Approved/Certified
 - No Action Required
 - Action Requested
-

Attachments:

Annual Report

cc's via email:

Sonoma Tourism Board c/o Bill Blum, MacArthur Place
Wendy Peterson, Sonoma Valley Visitors Bureau



SONOMA
TOURISM IMPROVEMENT DISTRICT

ANNUAL REPORT
July 2013 - June 2014



SONOMA
TOURISM IMPROVEMENT DISTRICT

- Formed July 1, 2012 with approval by Sonoma City Council for a three year term through June 30, 2015
- The Tourism Improvement District is the Sonoma City limits
- Adds a 2% assessment on all overnight stays in the City limits (hotels, motels, B&Bs, vacation rentals)
- Assessment will generate approximately \$440,000 per year to market and promote Sonoma as an overnight destination
- The 2% assessment is collected by lodging and given to the City along with the 10% Transient Occupancy Tax (TOT) and the 2% is given back to the Sonoma TID for marketing and promotion, less an administration fee



Sonoma TID Board

- Norman Krug, Owner, Sonoma Valley Inn – President
- Wendy Stewart, Owner, El Pueblo Inn – Vice President
- Bill Blum, General Manager, MacArthur Place – Secretary
- Dan Parks, Owner, Inn at Sonoma – Treasurer
- Byron Jones, Owner, Auberge Sonoma, President Sonoma Valley B&B Association
- Suzy Hart, General Manager, Renaissance Lodge at Sonoma
- Carol Giovanatto, Sonoma City Manager



Use of Funds

- The TID partners with the Sonoma Valley Visitors Bureau to develop and implement a comprehensive plan to market Sonoma as an overnight destination with the goal of increasing occupancy and room revenue during the off-season and midweek
- Funds can also be used to support visitor center services if needed - currently not needed with contracted Redevelopment funds approved through June 30, 2015
- Promotion of events through marketing and grants



Promotional Grant Funds 2013-2014

- Sonoma International Film Festival - \$7500
- Valley of the Moon Vintage Festival - \$5000
- Sonoma Valley Museum of Art - \$5000
- VOM Certified Farmers Market - \$2500

Applicants can get information and apply at sonomatid.com



Benefits

- Provides a stable source of funding for a sustained marketing program
- Helps grow Transient Occupancy Tax (TOT) and Sales Tax in the City limits of Sonoma.
- Allows for funding of Visitor Services
- Helps grow occupancy and room revenues at Sonoma lodging properties
- Helps Sonoma compete with other destinations with Tourism Improvement Districts (Napa Valley, Monterey, San Francisco, Lake Tahoe, Mendocino, etc.)
- Helps to provide a vibrant local economy for all tourism related businesses



SONOMA

TOURISM IMPROVEMENT DISTRICT



The Sonoma Tourism Improvement District (TID) was established to provide a viable, effective and lasting fund to support a variety of projects and programs in the use of local tax dollars to support and promote tourism and to bring enjoyment to the City of Sonoma.

Homebased occupancy also has the added benefit of economic patronage at Sonoma's restaurants, wineries, shops and attractions and increases Tourism Development Tax and Sales Tax for the City of Sonoma. Beginning July 1, 2012 a 2% assessment will be added to all overnight stays in the City limits (Dunes, Marsh, BGA, Grand House and Vacation Rentals).

The Sonoma Tourism Improvement District has contracted with the Sonoma Valley Visitors Bureau to develop and implement a comprehensive plan to market Sonoma to its overnight destination. Funds can also be used to support visitor center services and for the promotion of events that drive overnight business to local properties in Sonoma.

Marketing will be primarily focused on attracting Bay Area residents and visitors during the traditional months of November through April, as well as increasing repeat guest business.

For more information on the Sonoma TID, you can contact us at: info@sonomatid.com

INFO@SONOMATID.COM | 707.237.4278

www.Sonomatid.com

- Information on the Sonoma TID
- Minutes, Agendas, FAQs and Board info
- Special Event and Promotional Program Policy and Grant Application
- Sonoma Lodging and Plaza Maps



SONOMA

TOURISM IMPROVEMENT DISTRICT



SONOMA PLAZA PAGE on sonomavalley.com

- Sonoma Specific Lodging Listings and Lodging Map
- Sonoma Plaza History and Information
- Sonoma Plaza Map
- Sonoma Plaza Wine Walk



SONOMA
TOURISM IMPROVEMENT DISTRICT



**Filmmaking +
Photography PAGE**
on sonomavalley.com
sonomacity.org

- City of Sonoma outreach to filmmakers and photographers
- Link to permitting process

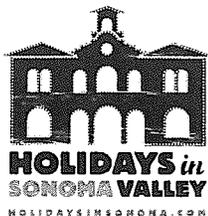


SONOMA
TOURISM IMPROVEMENT DISTRICT

Marketing & Advertising Program

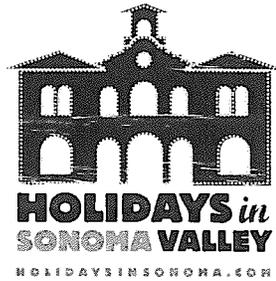
- Print
- Radio
- Digital
- Cable TV
- Outdoor

57.7 million impressions!

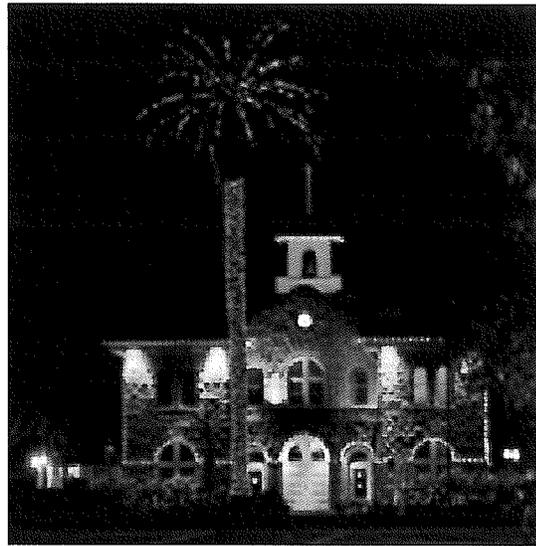




SONOMA
TOURISM IMPROVEMENT DISTRICT



- HolidaysinSonoma.com Micro-Site
- Lighting of City Hall, Palm Tree, Visitors Bureau
- Holiday Window Decorating Contest
- Gingerbread Contest
- Heart of Sonoma Valley Open House
- Holiday Happenings Guide + Lodging Specials




SONOMA
TOURISM IMPROVEMENT DISTRICT



- OliveFestival.com Micro-Site
- Blessing of the Olives at the Mission
- Martini Madness + Feast of the Olive
- Finale Weekend : VinOlivo + Olive Odyssey
- Events + Promotions + Savings Guide + Map



OLIVE SEASON
2014 JANUARY FEBRUARY
OLIVEFESTIVAL.COM #ShareofGladnessinREALWINECOUNTRY

SONOMA TOURISM IMPROVEMENT DISTRICT

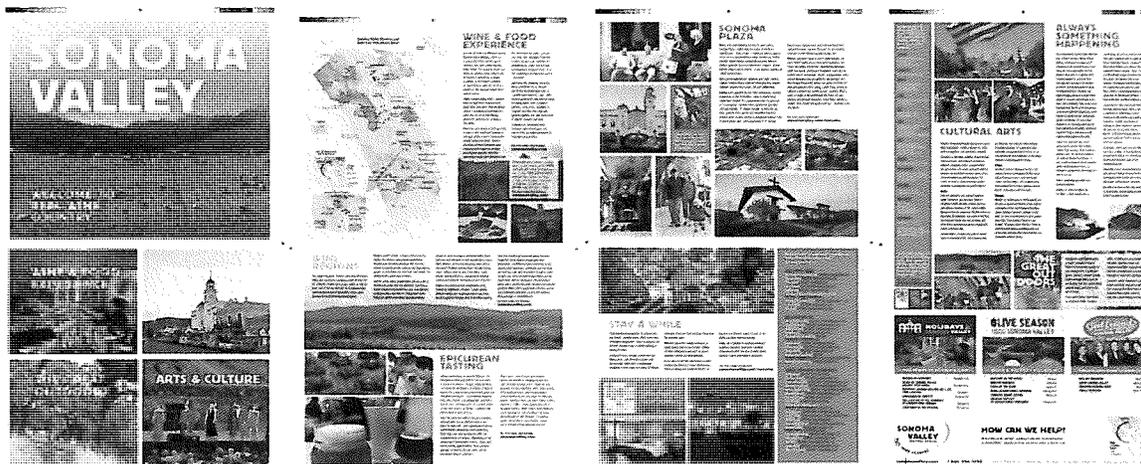


SONOMA.GIRLFRIENDGETAWAY.COM



- SonomGirlfriendGetaway.com Micro-Site
- Savor Sonoma Weekend + Restaurant Week
- Fashion Trashion Show + Suite D PopUp Parties
- Promotions + Events + Lodging Special Packages
- KFOG + Alice Radio Contests with Renee + Uzette
- Girlfriends Guide + Maps

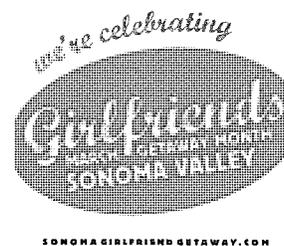
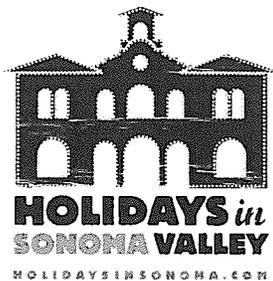
Campaign Launch!



PRINT // CHRONICLE
November 4, 2013 4 page insert

Radio Campaign

KOIT – Contests & Opt ins for e-news & Visitors Guide
KCBS AM/FM – Liam Mayclem – Foodie Chap
Alice Radio – Uzette + Sarah & Vinnie
KKSF – Joel Riddell/ Dining Around
KFOG – Renee 10@10



Digital Campaign

sfgate.com*koit.com*kcbs.com*sftravel.com*diablo.com
kfog.com*weekendsherpa.com*touringandtasting.com*comcast.net



OLIVE SEASON
 FEBRUARY SONOMA VALLEY
 Season of Festivities in REAL WINE COUNTRY



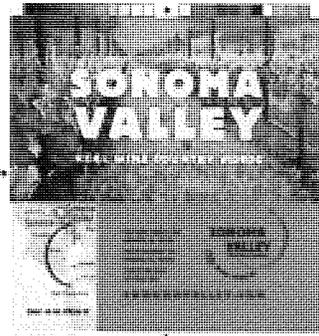
OLIVE SEASON
 Sip, savor, celebrate!
 JAN Taste of the Olive Month
 FEB Olive and Wine Month
 OLIVEFESTIVAL.COM



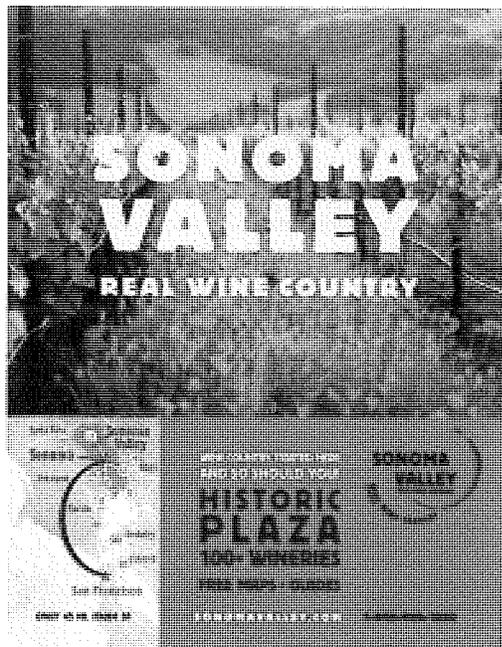
Comcast Cable TV Campaign

Zones

San Francisco | Contra Costa | Marin



Food Network, Travel Channel, HGTV, MSNBC, CNN, Golf Channel, History Channel
AT&T Pebble Beach Golf Tournament, John Stewart's Daily Show, Colbert Report

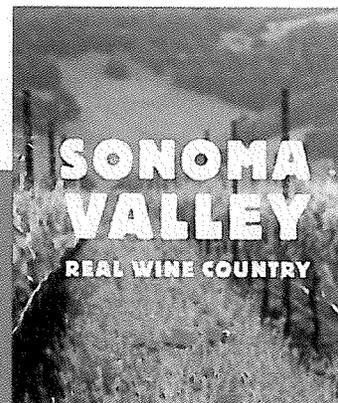


Print Campaign

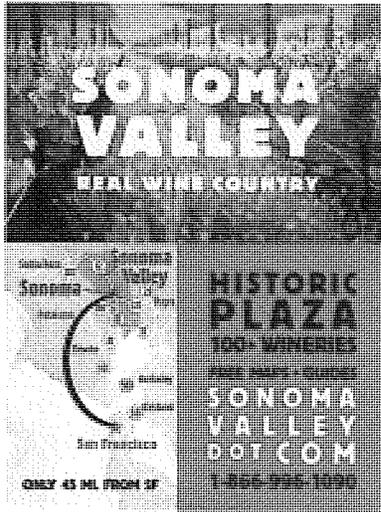
**WINE COUNTRY
BEGAN HERE
AND SO SHOULD YOU**



Our two visitor centers are open seven days a week. Stop in for **FREE Guides + Maps**



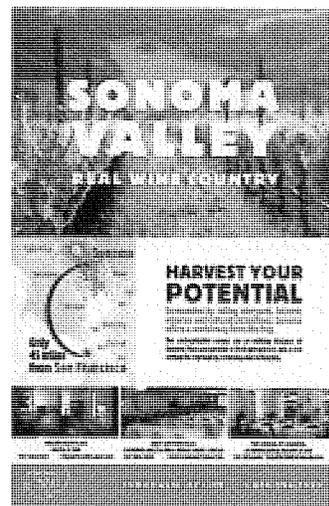
SONOMAVALLEY.COM 1-866-996-1090



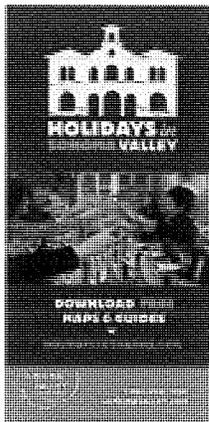
ADS // SUNSET



VIA



Meetings Focus



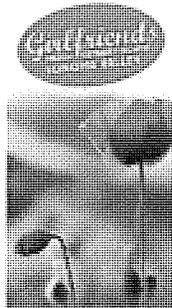
Sip, savor, celebrate!

Please join us for special olive-seasoned events and lodging packages including The Blessing of the Olive, The Feast of the Olives, Martini Madness and more!

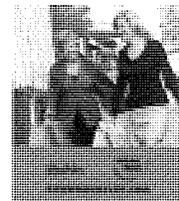


OLIVE SEASON
JANUARY FEBRUARY SONOMA VALLEY
Season of Festivities in REAL WINE COUNTRY

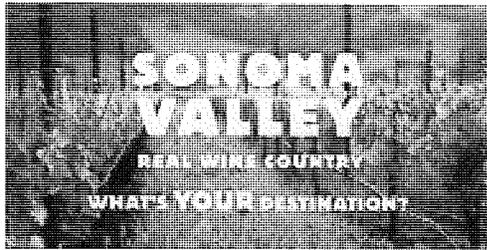
diablo 866-995-1990
OLIVEFESTIVAL.COM



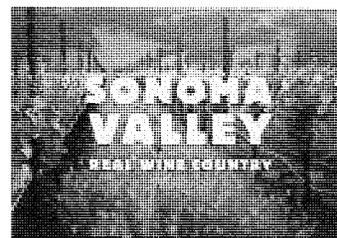
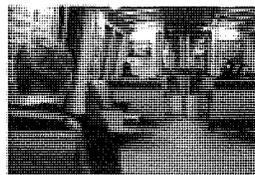
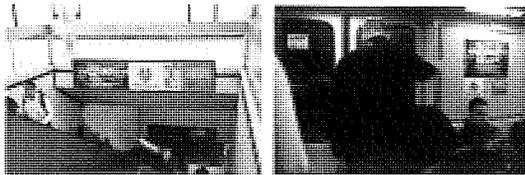
THE PERFECT CHARGE FOR YOU AND YOUR FAVORITE FEMALS TO RECONNECT, RELAX & REVEL IN THE POSTCARD BEAUTY OF SONOMA VALLEY.



ADS // SF Chronicle // Diablo// Napa Sonoma



ENTER TO
WIN
A WINE COUNTRY
GETAWAY
SONOMAVALLEY.COM



OUTDOOR// BART

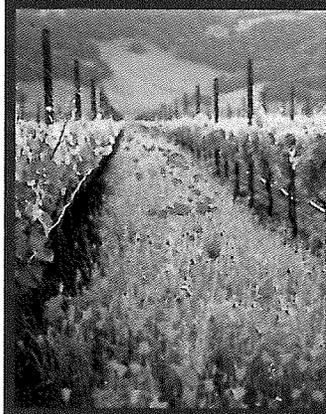
30"x144" Rail King (10)

22"x21" Interior Car Cards (55)



Outdoor Campaign

NEXT LEFT



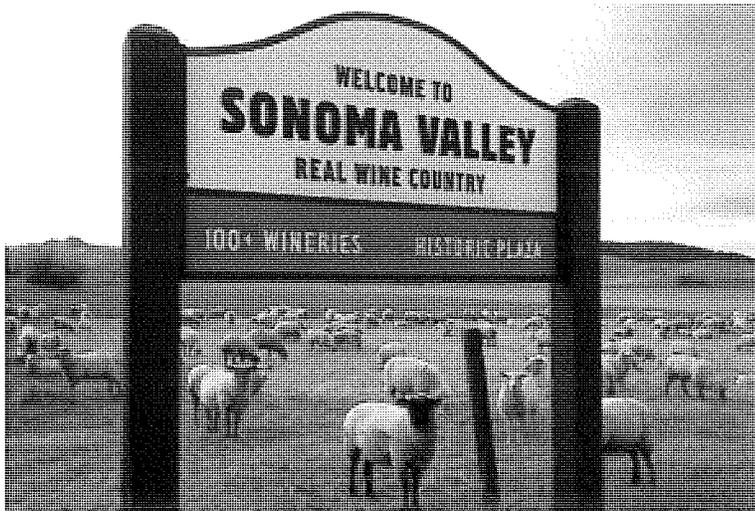
**SONOMA VALLEY
REAL WINE COUNTRY**

SONOMAVALLEY.COM

VISITOR CENTER NEXT LEFT, 5 MILES

BILLBOARD // HIGHWAY 37

Outdoor Campaign



Sonoma Raceway // HIGHWAY 121

Outdoor Campaign



BILLBOARD // HIGHWAY 12



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4C

Meeting Date: 11/3/2014

Department
Public Works

Staff Contact
Debra Rogers, Management Analyst

Agenda Item Title

Adoption of a resolution approving an application by Project Sport LLC for temporary use of City streets for Echelon Ride to Revel Cycling Event on Saturday, April 25, 2015.

Summary

Event Description: Echelon Ride to Revel Cycling Event is a European-style mass participation cycling event that includes a mass-start bike ride, food, wine, and entertainment on the Plaza.

Use of City Streets: Project Sport has requested temporary use of city streets for the Echelon Ride to Revel Cycling Event, using the same route and brief street closure approved last year as follows:

1. A short road closure on East Napa Street between the Plaza entrance and Fourth Street East from 7:30 a.m. to 8:30 a.m. on Saturday April 25, 2014 to manage the mass start. Patrol staff will monitor the start on Broadway. This closure involves the full use of the street. Race marshals will handle brief road closures going out East Napa Street. Two deputies will be contracted to monitor the Plaza festivities at the end of from 12:00 noon – 5:00 p.m.
2. The Sonoma Police Department also recommending that course managers be assigned to specified intersections to improve flow of riders leaving the start and returning to the finish.

The Special Events Committee reviewed this proposal at its meeting of October 22, 2014, at which time they identified recommended conditions of approval that have been incorporated in the attached Resolution.

Council Action

Adopt the resolution.

Alternative Actions

N/A

Financial Impact

The applicant is required to reimburse the City for additional personnel costs incurred as a result of this event.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments

1. Resolution
2. Course Maps
3. Application for Use of City Streets

cc: Mack Chew
VP, Operations
Project Sport LL
620 3rd Street
Oakland, CA 94607

Fletcher Beggs
Operation Manager
Project Sport LLC
620 3rd Street
Oakland, CA 94607

CITY OF SONOMA

RESOLUTION NO. xx - 2014

RESOLUTION APPROVING AND CONSENTING TO THE USE OF CITY STREETS

Echelon Ride to Revel Cycling Event 2015

WHEREAS, Project Sport LLC have made application to conduct the Echelon Ride to Revel Cycling Event which will involve use of city streets; and

WHEREAS, the Echelon Ride to Revel Cycling Event will temporarily impede and restrict the free passage of traffic over city streets and on Saturday April 25, 2015; and

WHEREAS, the application for the use of city streets was brought forward to the City Council at its meeting of November 3, 2014.

NOW THEREFORE be it resolved that the City Council approves and consents to the street use and street closure associated with the proposed Echelon Ride to Revel Cycling Event of East Napa Street between the Plaza entrance and Fourth Street East from 7:30 a.m. to 8:30 a.m., subject to the following conditions and limitations:

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

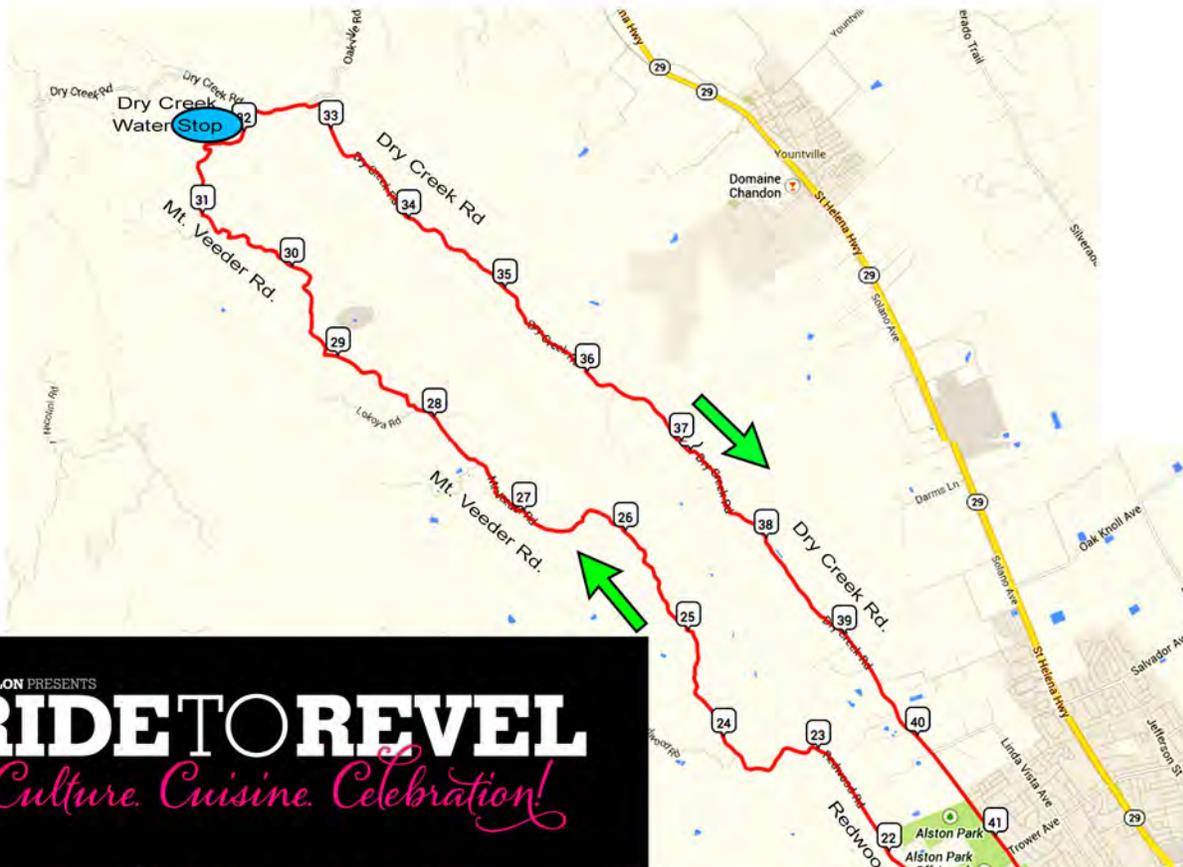
The foregoing Resolution was duly adopted this 3rd day of November 2014, by the following vote:

Ayes:
Noes:
Absent:

Tom Rouse, Mayor

ATTEST:

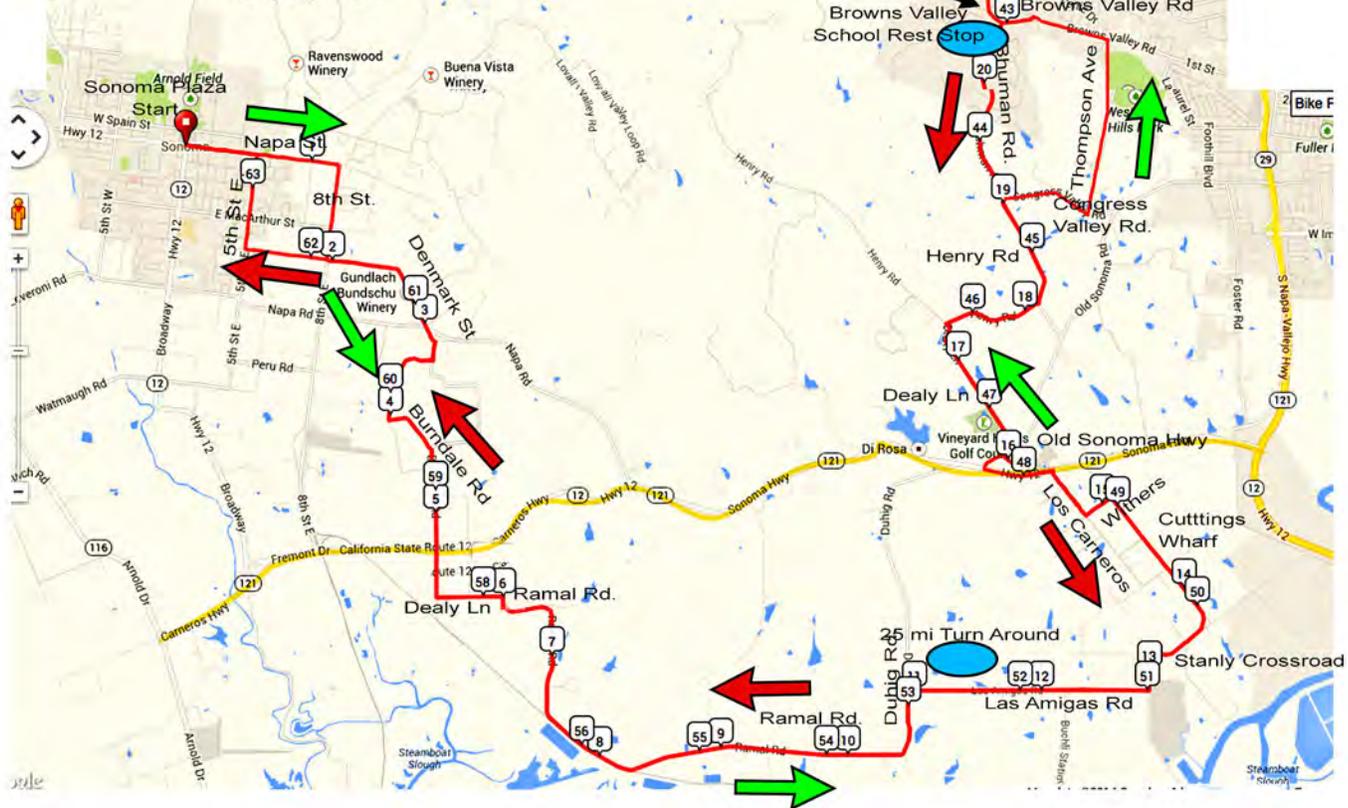
Gay Johann, Assistant City Manager/City Clerk



ECHOLON PRESENTS
RIDE TO REVEL
Culture. Cuisine. Celebration!

40 mile and 65 mile courses

40mi/60mi Course Split





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



**PERMIT APPLICATION
FOR USE OF CITY STREETS**

Application Fee: \$502.00

(Encro 100-00000-000-30203)

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

Name of Applicant: Mack Chew

Name of Sponsoring Organization: Project Sport LLC - Echelon Ride to Revel Cycling Event

Address: 620 3rd Street, Oakland, CA 94607

Telephone Numbers: Day: 4156401111 Cell: _____ Email: _____

Name of Event: Echelon Ride to Revel Cycling Event

Type of Event – Mark Appropriate Box

- Run or Walk Rally or Assembly Parade
 Other Mass Bicycle Ride

Date(s) of Event: April 25, 2015

Street Closure(s) Requested:

E Napa St between Broadway and 4th St from 730am am/pm to 830am am/pm

_____ between _____ and _____ from _____ am/pm to _____ am/pm

_____ between _____ and _____ from _____ am/pm to _____ am/pm

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

Refer to Event Plan included in Special Event Permit Application

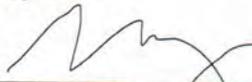
Estimated Daily Attendance: 1000

If a Sound Amplification is be used, describe the type, location, purpose and hours of use: _____
Specific to this application, no sound amplification will be used on street closures,
only on The Plaza

General Conditions of Approval:

Applicant is responsible for obtaining permission from Caltrans for use of any portion of Highway 12. All facilities placed upon a City street are subject to continuing safety approval and inspection by the appropriate City departments. A clear path of a minimum width of 20 feet through the length of the portion of roadway being used must be maintained for emergency vehicle access. Obstructions shall not be placed along the curb or the roadway within 10 feet of any fire hydrant. All facilities used for the event shall be removed from City streets immediately after the close of the event. All costs for barricading, traffic control, street sweeping and clean up shall be borne by the applicant. Applicant will be required to submit a deposit equal to the amount estimated by the City for services performed by City personnel in relation to the event. The deposit is due no later than two weeks before the first day of the event. If actual costs exceed the amount of the deposit, applicant will be required to pay the difference. If actual costs are less than the deposit, the excess will be returned to applicant or applied to any other fees or charges owed to the City. Applicant must provide a certificate of insurance and a policy endorsement naming the City of Sonoma as additional insured as described in the City of Sonoma Facility Use Insurance Requirements.

I do hereby acknowledge and affirm that all information contained herein is accurate to the best of my knowledge and agree to assume full responsibility and liability for and indemnify, and suits for or by reason of injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever on in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the City, its agents or employees.



Applicant's Signature

07/15/2014

Date

For City Use Only

POLICE DEPARTMENT RECOMMENDATION:		<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
Amount of Deposit Required: \$ _____			
COMMENTS:			
_____ Authorized Signature		_____ Date	

PUBLIC WORKS DEPARTMENT RECOMMENDATION:		<input checked="" type="checkbox"/> Approve	<input type="checkbox"/> Deny
Amount of Deposit Required: \$ <u>502.00</u>			
COMMENTS:			
_____ Authorized Signature		_____ Date	

Date Approved by CSEC: _____

Date Approved by City Council: _____



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: 11/3/2014

Department

Public Works

Staff Contact

Debra Rogers, Management Analyst,

Agenda Item Title

Adoption of a resolution approving an application by Destination Races for temporary use of City streets for the Napa to Sonoma Wine Country Half Marathon on Sunday, July 19, 2015.

Summary

Destination Races has requested temporary use of city streets for the Napa to Sonoma Wine Country Half Marathon as follows:

1. Closure of East Napa Street between Broadway and First Street East 7:45 a.m. until 10:45 a.m. on Sunday July 19, 2015.
2. Closure of the north-bound far right lane of Broadway between East MacArthur and the Plaza (including Road closure signs at Chase, France and Patten Streets) 6:00 a.m. until 10:45 a.m. on Sunday July 19, 2015.
3. Closure of East MacArthur Street between Second Street East and Broadway 6:00 a.m. until 10:45 a.m. on Sunday July 19, 2015
4. Closure of Denmark Street between High School and Napa Road 6:00 a.m. until 10:45 a.m. on Sunday July 19, 2015

The event was approved by the Community Services and Environment Commission at a special meeting held September 22, 2014. The Special Events Committee reviewed this proposal at its meeting of October 22, 2014, at which time they identified recommended conditions of approval that have been incorporated in the attached Resolution.

Council Action

Adopt the resolution.

Alternative Actions

N/A

Financial Impact

The applicant is required to reimburse the City for additional personnel costs incurred as a result of this event.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

1. Resolution
2. Course Maps
3. Application for Use of City Streets

cc: Matt Dockstader
Destination Races
1905 Sperring Road
Sonoma, CA 95476

CITY OF SONOMA

RESOLUTION NO.

RESOLUTION APPROVING AND CONSENTING TO THE USE OF CITY STREETS **Wine Country Half Marathon 2015**

WHEREAS, Destination Races has made application to conduct the Napa to Sonoma Wine Country Half Marathon, which will involve use of city streets and State Route 12; and

WHEREAS, the Napa to Sonoma Wine Country Half Marathon will temporarily impede and restrict the free passage of traffic over city streets and State Route 12 on July 19, 2015 between the hours of 6:00 a.m. and 10:45 a.m.

WHEREAS, the application for the use of city streets was brought forward to the City Council at its meeting of November 3, 2014.

NOW THEREFORE be it resolved by the City Council of the City of Sonoma as follows:

1. The City Council approves and consents to the street closure associated with the proposed Wine Country Half Marathon and recommends approval of and consents to the proposed restriction of State Route 12 upon terms and conditions deemed appropriate and necessary by the State of California, Department of Transportation.
2. The approval of the street closure is subject to the following conditions and limitations:
 - A. Applicant shall contact Police Department as soon as possible to finalize traffic control plan and contract with the Sonoma County Sheriff's Department for services as required.
 - B. Applicant shall provide a written request for special barricading to the Public Works Department at least thirty days prior to the event and meet with the Street and Police Dept.
 - C. Applicant shall provide notice of the event and the street closure to all businesses located on Broadway and on all sides of the Plaza no later than thirty days prior to the event.
 - D. Applicant shall comply with City of Sonoma standard insurance requirements.
 - E. The applicant is required to reimburse the City for additional personnel costs incurred as a result of this event.

The foregoing Resolution was duly adopted this 3rd day of November 2014, by the following vote:

Ayes:
Noes:
Absent:

Tom Rouse, Mayor

ATTEST:

Gay Johann, Assistant City Manager/City Clerk



City of Sonoma
No. 1 The Plaza
Sonoma CA 95476



**PERMIT APPLICATION
FOR USE OF CITY STREETS**

Application Fee: \$502.00

(Encro 100-00000-000-30203)

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

Name of Applicant: Wine Country Half Marathon / Matt Dockstader

Name of Sponsoring Organization: Destination Races / Hanna Boys Ctr.

Address: 1224 Sperring Rd. Sonoma CA 95476

Telephone Numbers: Day: 707.933.1769 Cell: 917.698.3815 Email: julia@destinationraces.com
matt@ " "

Name of Event: Napa to Sonoma Wine Country Half Marathon

Type of Event - Mark Appropriate Box

- Run or Walk Rally or Assembly Parade
 Other

Date(s) of Event: Sunday July 19, 2015

Street Closure(s) Requested: CAST NAPA ST BETWEEN BROADWAY and 1ST ST. EAST from 7:45 am to 10:45 a.m.

MacArthur between 2nd St E and Broadway from 6:00 am to 10:45 am
N-bound
Plane Broadway between MacArthur and Plaza from 6:00 am to 10:45 am
Denmark between High School and Napa Rd. from 6:00 am to 10:45 am

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

12th Annual Half Marathon running from Napa to Sonoma Plaza. Race finishes at 10:45 am. Post race festival runs from 9:30 am to 12:00 pm. Announcer begins @ 7:50 am.

Estimated Daily Attendance: 3,200 runners | 8,000 total in Plaza

If a Sound Amplification is be used, describe the type, location, purpose and hours of use: Announcer @ race finish from 7:50 am to 10:30 am. Band in Plaza from 9:30 am - 10:30 am & 11:30 - 12:00 pm.

General Conditions of Approval:

Applicant is responsible for obtaining permission from Caltrans for use of any portion of Highway 12. All facilities placed upon a City street are subject to continuing safety approval and inspection by the appropriate City departments. A clear path of a minimum width of 20 feet through the length of the portion of roadway being used must be maintained for emergency vehicle access. Obstructions shall not be placed along the curb or the roadway within 10 feet of any fire hydrant. All facilities used for the event shall be removed from City streets immediately after the close of the event. All costs for barricading, traffic control, street sweeping and clean up shall be borne by the applicant. Applicant will be required to submit a deposit equal to the amount estimated by the City for services performed by City personnel in relation to the event. The deposit is due no later than two weeks before the first day of the event. If actual costs exceed the amount of the deposit, applicant will be required to pay the difference. If actual costs are less than the deposit, the excess will be returned to applicant or applied to any other fees or charges owed to the City. Applicant must provide a certificate of insurance and a policy endorsement naming the City of Sonoma as additional insured as described in the City of Sonoma Facility Use Insurance Requirements.

I do hereby acknowledge and affirm that all information contained herein is accurate to the best of my knowledge and agree to assume full responsibility and liability for and indemnify, and suits for or by reason of injury to any person or damages to any property of the parties hereto or of the third persons for any and all cause or causes whatsoever on in any way connected with the holding of said event or any act or omission or thing in any manner related to said event and its operation irrespective of negligence, actual or claimed, upon the part of the City, its agents or employees.



Applicant's Signature

9/8/14

Date

For City Use Only

POLICE DEPARTMENT RECOMMENDATION:

Approve Deny

Amount of Deposit Required: \$ _____
COMMENTS:

Authorized Signature

Date

PUBLIC WORKS DEPARTMENT RECOMMENDATION:

Approve Deny

Amount of Deposit Required: \$ 502.00
COMMENTS:

Authorized Signature

Date

Date Approved by CSEC: _____

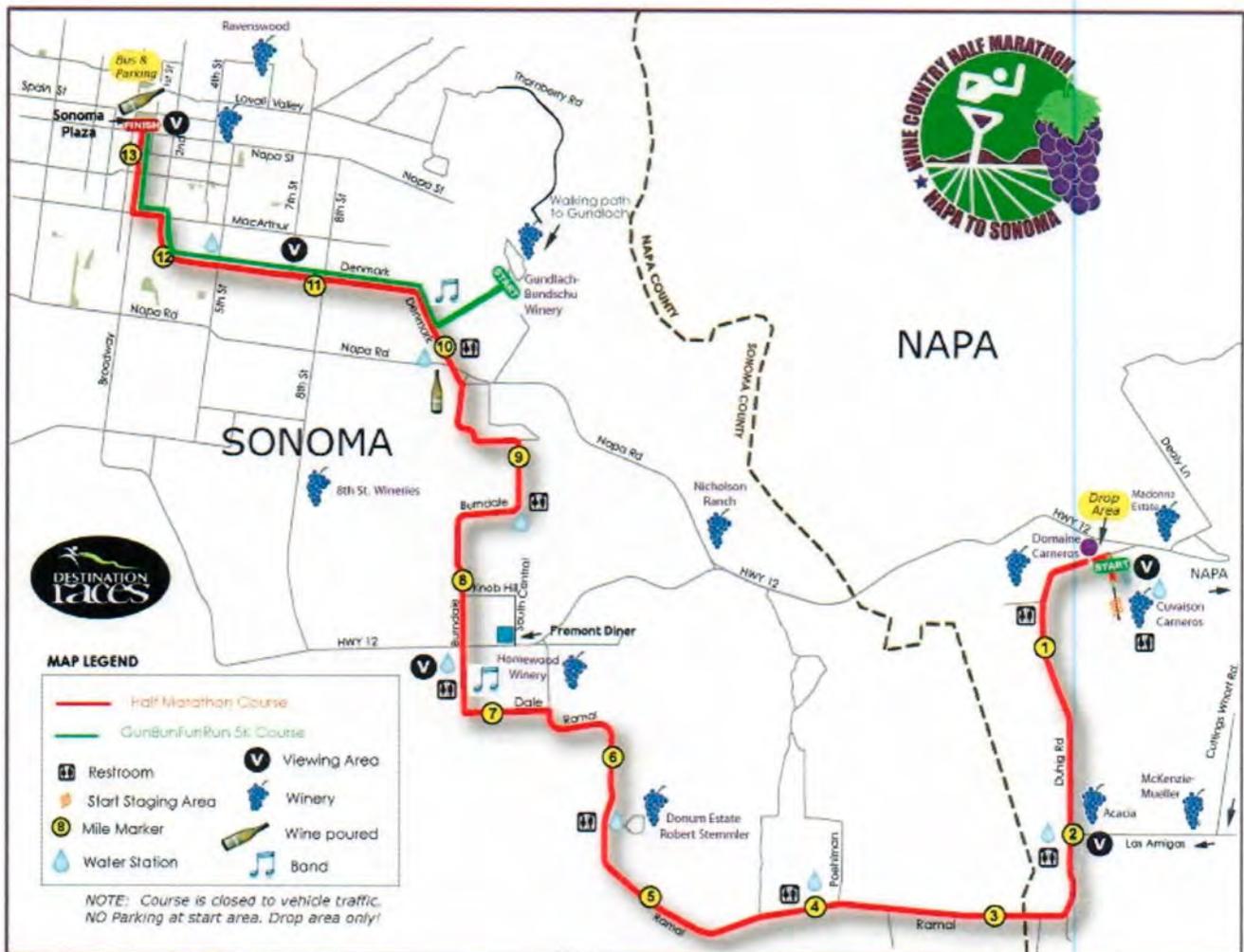
Date Approved by City Council: _____



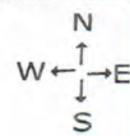
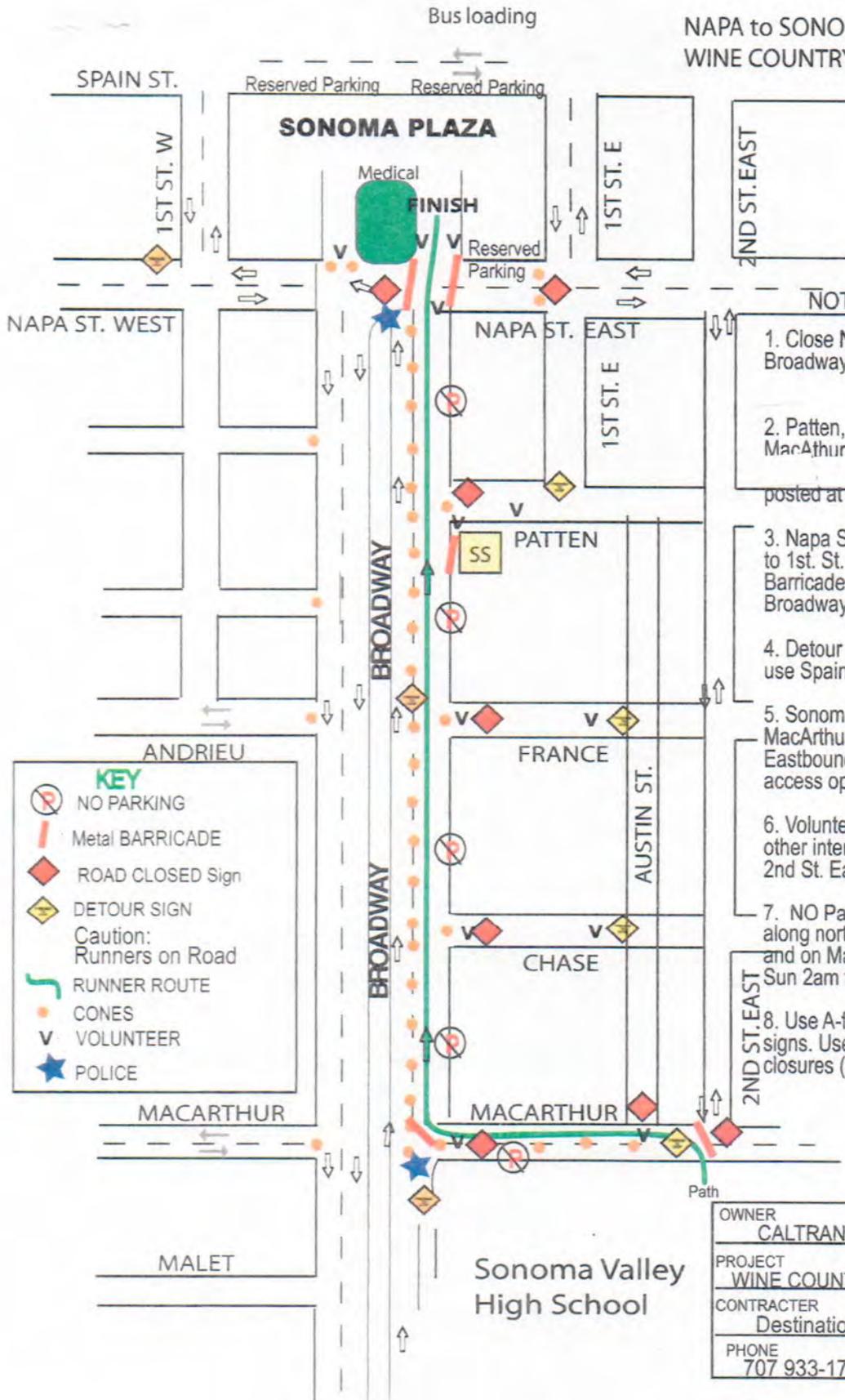
Emergency Medical Services Plan Napa to Sonoma Wine Country Half Marathon

INTERNAL EVENT DRAFT

Start time: 7:00 AM
 Start Location: Cuvaison Carneros Estates at 1221 Duhig Road just off of Hwy 121
 End Location: Sonoma Plaza, Broadway & Napa Streets
 Finish Festival: 9:00am-12:00pm Sonoma Plaza



NAPA to SONOMA
WINE COUNTRY HALF MARATHON



NOTES

1. Close Northbound far right lane of Broadway to vehicles - *6am - 10:45 am*
2. Patten, France, Chase and MacArthur closed at Broadway *6am - 10:45 am*
Detour signs and volunteer posted at intersections
3. Napa St. E closed from Broadway to 1st. St. E - *7:45am to 10:45*
Barricades and police officer at Broadway and Napa St.
4. Detour sign at 1st St. E. Vehicles use Spain St. to access Plaza
5. Sonoma Police officer positioned at MacArthur and Broadway. Thru Traffic Eastbound closed. MacArthur Place access open on south lane.
6. Volunteers and signs placed at all other intersections on Broadway and 2nd St. East to detour traffic.
7. NO Parking signs posted by city along northbound side of Broadway and on MacArthur section for closure *Sun 2am to Sun 10:45am*
8. Use A-frame barricades for road signs. Use metal barricades for key closures (red).

KEY

- NO PARKING
- Metal BARRICADE
- ROAD CLOSED Sign
- DETOUR SIGN
- Caution: Runners on Road
- RUNNER ROUTE
- CONES
- VOLUNTEER
- POLICE

OWNER	CALTRANS / City of Sonoma
PROJECT	WINE COUNTRY HALF MARATHON
CONTRACTOR	Destination Races
PHONE	707 933-1769

Course Information:

Start Time: 7:00 am

Distance: Half Marathon, 13.1 miles

Course Route: Cuvaision Carneros Winery in Napa to Sonoma Plaza

ROAD DELAYS AND ROLLING CLOSURES

CHP and Police will provide lead and rear support vehicles, in addition to support at intersections. The CHP patrol cars will direct a rolling closure of the streets along the course route. Once in residential areas, runners will be on the right side of the road, allowing for access to emergency vehicles and other vehicles upon direction of CHP or course monitors. CHP, police and course monitors will direct traffic and must be obeyed at all times for the safety of runners, pedestrians and vehicles.

Mileage	Time	Location (direction)
Start	5:30 am	Close Duhig Road to vehicles
0	7:00 - 7:15 am	Start at Cuvaision Carneros Winery
2.5	7:20-7:55 am	R on Ramal Rd. to right (westbound) lane Close Ramal Rd westbound Lane
6.8	7:55-8:55 am	L on Dale Ave. (westbound) Close Dale Ave to vehicle traffic
7.2	7:47-8:50 am	R on Burndale Rd. to right lane (northbound) Close Burndale Rd. from Dale to Old Burndale – Runners stay right
7.5	7:50-8:55 am	Burndale Ave. across Hwy 121 Signs will direct vehicles to prepare to stop on Hwy 121. CHP controls intersection and crossings at their discretion.
10.2	8:00-9:20 am	20 L on Old Burndale Rd. across Napa Rd. to Denmark Close Old Burndale Rd to vehicles Signs will direct vehicles to prepare to stop on Napa Rd. CHP will control vehicle and runner crossings. Close Denmark to vehicles
11.2	8:00-9:35 am	Denmark westbound across 8 th St. East CHP stops cars on 8 th St. East when runners are present
11.8	8:00-9:45 am	Denmark westbound across 5 th St. East to path Police stop cars on 5 th St. East when runners are present
12.2	8:00-10:10 am	Exit MacArthur to N on Broadway. Close right lane of Broadway from SVHS to Plaza
13.1	8:00-10:30 am	Finish down Broadway to Plaza



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4E

Meeting Date: 11/03/14

Department

Planning and Community Services

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Adoption of an ordinance amending the Chapter 19.94 of the Sonoma Municipal Code to implement Housing Element programs and comply with State law.

Summary

Implementation Programs #18 of the Housing Element call upon the City to amend the Growth Management Ordinance by ensuring that unused and forfeited housing allocations are tracked and by adding such allocations back into the allocation pool for distribution. This change to the Growth Management Ordinance was recommended by the Department of Housing and Community Development (HCD) as part of the previous update of the Housing Element and implementing it is necessary to preserve HCD's certification of the Housing Element. The changes implemented through this ordinance are as follows:

1. Unused and forfeited allocations would be tracked and would be reported on to the City Council as part of the annual housing allocation process.
2. Unused and forfeited allocations would be automatically added to the annual allocation pool.
3. Including forfeited and unused allocations, the maximum size of the annual allocation pool would be increased from 97 to 165 (which represents three years of the normal base annual allocation of 65).
4. An application could be made once 50% of requested allocations have been received, rather than 100%, which is the current requirement. Once 100% of allocations have been received, the amount of time that a developer would have to file an application would be increased from three years to four years.

Staff would emphasize that the basic limitation of the Growth Management Ordinance—to limit residential development at no more than 65 units per year on the average—would not change. However, these revisions would allow for the potential of a greater amount of development in any one year in comparison to the restrictions of the current ordinance. When the City Council considered this ordinance in a public hearing at its meeting of October 20, 2014, it voted unanimously to introduce the ordinance.

Recommended Council Action

Adopt the attached ordinance.

Alternative Actions

N.A.

Financial Impact

N.A.

Environmental Review

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

Status

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

Alignment with Council Goals:

The implementation of the City's housing element programs relates to the "Policy and Leadership" goal, as it responds to the requirements of State legislation while emphasizing local control through the planning process.

Attachments:

1. Draft Ordinance
-

cc:

CITY OF SONOMA

ORDINANCE NO. X - 2014

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA
AMENDING CHAPTER 19.94 OF THE SONOMA MUNICIPAL CODE BY
MAKING REVISIONS IN ACCORDANCE WITH IMPLEMENTATION PROGRAM
#18 OF THE CITY'S HOUSING ELEMENT

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

Section 1. Amendments to "Housing Allocation Process" (Chapter 19.94) of the Sonoma Municipal Code.

Chapter 19.94 is hereby amended as set forth in Exhibit "A".

Section 2. Exemption from Environmental Review.

The amendments to the Municipal Code effected by this ordinance modify the City's housing allocation process, as called for in Implementation Program 18 of the City's Housing Element. However, these changes will not affect allowed densities as established in the General Plan and the Development Code, nor will they change the amount, the location or the overall balance or types of housing that may developed in Sonoma. Therefore, the amendments contained in 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 the proposed revisions to the housing allocation process, which are intended to implement directions set forth in the Housing Element and comply with State law, will not have any significant impact on the environment.

Section 3. Effective Date.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Sonoma this XX day of XX, 2014.

**Chapter 19.94
HOUSING ALLOCATION PROCESS**

Sections:

- 19.94.010 Findings.
- 19.94.020 Definitions.
- 19.94.030 Requirement for preapplication.
- 19.94.040 Allocation process.
- 19.94.050 Carry-over of unused allocations.
- 19.94.060 Requirement for filing.
- 19.94.070 Exceptions to allocation process.
- 19.94.080 Limitation on development.
- 19.94.090 Review of findings.
- 19.94.100 Severability clause.

19.94.010 Findings.

The city council of the city of Sonoma hereby finds and declares as follows:

A. Municipal services as detailed in the 1999 Water System Improvement Study, the 2003 Addendum to the Water System Improvement Study, the 2007 Water Connection Charge and Rate Study, and the review of municipal services, including water supply and sewer treatment capacity conducted for the 2005 – 2020 General Plan update (as set forth in the May 2004 Background Report, the Environmental Impact Report) are constrained and are not sufficient to accommodate unlimited development.

B. A residential growth level averaging 65 dwelling units per year is consistent with the current and projected availability of water and sewer treatment capacity and will result in a reduction in the environmental impacts caused by increased growth.

C. Appropriate controls on the pace of residential development are essential in preserving the health, safety and welfare of the community.

D. Controls on residential growth must reflect the policies of the General Plan and promote variety in housing types and affordability.

E. Because the effect of this chapter is to make procedural changes and clarifications to existing residential development controls in response to identified constraints on development, it is the determination of the city council that this chapter is categorically exempt with regard to the California Environmental Quality Act.

19.94.020 Definitions.

"Affordable housing" means housing units which:

A. Are affordable to and occupied by very low, low and moderate income households;

B. Count toward the city's fair-share housing requirements; and

C. Are contractually required to remain affordable for a prescribed number of years, as determined by the city council, following initial occupancy.

"Application, complete" means an application for all necessary development approvals associated with a proposed project, including the completed application form, any required supplemental materials (such as maps, site plans, and building elevations), and applicable fees, submitted to the city of Sonoma planning division and deemed complete by the city planner.

“Density bonus units” means housing units allowed within a development consistent with the provisions of SMC 19.44.030(A).

“Development allocation” means a unit representing potential residential development. One development allocation is equivalent to one residential dwelling unit. A development allocation shall not be considered as an entitlement and shall not obviate the requirement of obtaining any applicable development approvals.

“Development year” means September 1st through August 31st.

“Inclusionary units” means housing units provided within a development pursuant to the provisions of SMC 19.44.020.

“Multifamily housing project” means a residential project of attached or clustered residential housing units not offered for individual sale.

“Planning approval” means planning commission and city council official approval of a tentative subdivision map prepared according to the requirements of the State Subdivision Map Act in the case of large projects resulting in eventual sale of units, or of planning commission and city council official use permit approval of a multifamily housing project.

“Preapplication” means a form filed by a residential developer for a large project subject to the development allocation process in order to establish a place in line among those projects awaiting allocations. A preapplication shall not constitute an application for planning approval.

“Processing queue” means the list of residential development projects, which, because of the limitation of planning approvals established by this chapter, must wait until the appropriate development year to begin planning processing. The order of projects in the processing queue is determined by the date on which a preapplication is received.

“Project, infill” means any major subdivision, multiple-family project, planned unit development or condominium project of more than four and fewer than 16 lots or units (including existing units proposed to be retained); or any residential project(s) or other project(s) containing a residential component on separate but adjoining parcels which by appearance, access, or other characteristics or commonality can reasonably be considered as a single project of between four and 16 units, excluding density bonus units and any inclusionary units exempted under SMC 19.94.070(E) and (F). Applications for infill projects shall be limited to properties that do not exceed one acre in size located within city limits at the time of filing a development application and shall fully utilize the project site. Project phasing and remainder areas shall not be allowed. A project which requires a rezoning, a rezoning or a General Plan amendment shall not be considered as an infill project, nor shall any project proposed for a site which has not been within city limits for at least three years prior to the filing of the application.

“Project, large” means any major subdivision, multiple-family project, planned unit development or condominium project of more than 15 lots or units; or any residential project(s) or other project(s) containing a residential component on separate but adjoining parcels which by appearance, access, or other characteristics of commonality can reasonably be considered as a single project of more than 15 lots or units; or any project of 15 units or fewer which does not otherwise qualify as a small project or an infill project; or any additional units (except for a second unit) proposed for a site previously developed under the provisions for small projects.

“Project, small” means any minor subdivision of property resulting in four lots or less, any duplex, triplex or multifamily project resulting in a total of four dwelling units or less, and any residential development on single-family lots of record in existence on the effective date of the ordinance codified in this chapter.

19.94.030 Requirement for preapplication.

Prospective residential developers of large projects shall submit a preapplication form at any time to establish a place in the processing queue.

19.94.040 Allocation process.

At the beginning of each development year the city council shall distribute development allocations, in order, as follows:

- A. The annual distribution of development allocations shall begin with a pool of 65 allocations.
- B. Any unused development or forfeited allocations, as defined in SMC 19.94.050 and 19.94.060, ~~may~~ shall be added to the pool, ~~at the discretion of the city council~~, except that the number of allocations available for distribution in any year shall not exceed ~~97~~ 165 allocations.
- C. The total amount of small development approved during the preceding development year shall be subtracted from the available development applications.
- D. Thirty allocations shall be made available for infill development during each development year. These allocations shall be distributed during the development year on a first-come, first-served basis to applicants filing complete applications for infill development as defined in this chapter.
- E. Development allocations shall be distributed to large developments and exempt developments which have received some but not all of the allocations requested through their preapplication, except that no more than 20 allocations shall be granted to any one development per year.
- F. Any remaining development allocations shall be distributed to the next available preapplications in the processing queue in order of date received, except that no more than 20 allocations shall be granted to any one development per year.

Once the available development allocations, plus or minus five percent, have been distributed, no further allocations shall be granted until the beginning of the next development year.

19.94.050 Tracking and Carry-over of unused and forfeited allocations.

Unused and forfeited allocations shall be tracked and shall be annually reported on to the City Council as part of the allocation process set forth in section 19.94.040. If, in any development year, less than 65 development allocations are distributed (including allocations reserved for infill development), the difference between the number of allocations distributed and 65 shall be carried over to the next development year, not to exceed 32 allocations, so that no more than ~~97~~ 165 allocations may be distributed in any one development year.

19.94.060 Requirement for filing.

Once a large development has received ~~40~~ 50 percent of its requested allocations (as enumerated in its preapplication form), a development application shall be filed within ~~three~~ four years of the date on which the project received 100 percent of its allocations; otherwise, its allocations shall be forfeited.

19.94.070 Exceptions to allocation process.

The following types of development shall be exempt from the allocation process in that a qualifying development may apply for a building permit or planning approval, as applicable, at any time:

- A. Small projects shall be exempt from the planning approval allocation process, but the number of small projects approved in any one development year shall be deducted from the 65-unit allocation of the following year, as described in SMC 19.94.040(C).
- B. Condominium conversions where no additional dwelling units are created.
- C. Second units.

D. Density bonus units.

E. Inclusionary units provided at the low income level (except within projects located in the Sonoma residential zone) or at the very low income level.

F. Inclusionary units provided in numbers in excess of the normal requirement.

G. As determined by the city council on a case-by-case basis, applications in which at least 60 percent of the proposed units qualify as affordable housing, as defined in this chapter, and which involve city participation in planning, financing or development. (Note: to qualify for consideration, the level of city participation must exceed that which occurs in the normal development review process.)

A preapplication shall be filed for any project exempted under this subsection (G), and the allocations associated with the project shall be subtracted from the annual pool of development allocations in accordance with the allocation process, based on the date of the preapplication.

19.94.080 Limitation on development.

No residential development shall occur except in accordance with the allocation process and any applicable exceptions to the allocation process. If a property has been partially developed under the exception for small development, any subsequent development shall be subject to the allocation process as a large development or as an infill development, as applicable.

19.94.090 Review of findings.

Beginning in 2005 and every two years thereafter, the city council shall review the findings to determine whether the conditions necessitating this chapter have changed and, if so, whether corresponding changes in the provisions of this chapter are warranted. This review shall occur no later than March 31st of any year in which it is required.

19.94.100 Severability clause.

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held to be unconstitutional, such decision shall not affect the remaining portions of this chapter. The city council declares that it would have passed this chapter and each section, subsection, clause, and phrase thereof regardless of the fact that any one or more such provisions be declared invalid.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4F

Meeting Date: 11/03/14

Department

Planning

Staff Contact

Planning Director Goodison

Agenda Item Title

Adoption of a resolution upholding an appeal of the Planning Commission's decision to deny the application of Leonard Tillem for a Use Permit to allow the conversion of the mixed-use building at 162-166 West Spain Street into two vacation rental units as an adaptive reuse of an historic structure.

Summary

On June 12 and August 14, 2014, the Planning Commission considered the application of Leonard Tillem for a Use Permit to allow the conversion of the mixed-use building at 162-166 West Spain Street into two vacation rental units as an adaptive reuse of an historic structure. Ultimately, the Planning Commission denied the Use Permit application with a vote of 6-1 (Comm. Howarth dissenting). On August 19, 2014, Leonard Tillem and Laura Olsen, owners of the subject property, filed an appeal of the Planning Commission's decision. This appeal was heard by the City Council at its meeting of October 10, 2014. After holding a public hearing on the matter, the City Council directed staff to prepare a resolution upholding the appeal on a vote of 3-2 (Mayor Rouse and Councilmember Cook dissenting).

Recommended Council Action

Adopt the attached resolution upholding the appeal and approving the conversion of the building to two vacation rental units as an adaptive re-use of a historic structure.

Alternative Actions

N.A.

Financial Impact

N.A.

Environmental Review

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

Status

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

Attachments:

1. Draft Resolution
-

Alignment with Council Goals:

N.A.

cc: Leonard Tillem (via email)
846 Broadway
Sonoma, CA 95476

Laura Olsen
18173 Barrett Ave.
Sonoma, CA 95476

Tom Anderson (via email)
Thomas Anderson & Co.
822 Broadway
Sonoma, CA 95476

George McKale (via email)
McKale Consulting
717 Lasuen Street
Sonoma, CA 95476

CITY OF SONOMA

RESOLUTION NO. XX

A RESOLUTION OF THE SONOMA CITY COUNCIL UPHOLDING THE APPEAL OF LEN TILLEM AND LAURA OLSEN, THEREBY APPROVING A USE PERMIT ALLOWING, AS AN ADAPTIVE RE-USE, TWO VACATION RENTAL UNITS WITHIN A HISTORIC BUILDING (162-166 WEST SPAIN STREET), SUBJECT TO CONDITIONS OF APPROVAL

WHEREAS, on May 16, 2014, Leonard Tillem filed a Use Permit application to convert the mixed-use building at 162-166 West Spain Street into two vacation rental units as an adaptive reuse of an historic structure; and,

WHEREAS, this application was initially considered by the Planning Commission in a public hearing held on June 12, 2014, at which time the Planning Commission continued the item with direction to the applicants to provide additional information in support of the application; and,

WHEREAS, the applicants presented supplemental information, including proposed building improvement plans and detailed cost estimates, that was considered by the Planning Commission at its meeting of August 14, 2014, at which time the Commission voted 6-1 to deny the use permit application; and,

WHEREAS, this decision was appealed to the City Council by Leonard Tillem and Laura Olsen, at which time the appellants submitted additional information substantiating the improvements and investment required to adequately restore the building; and,

WHEREAS, the City Council considered the appeal in a duly noticed public hearing held on October 20, 2014; and,

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sonoma finds and declares as follows:

Section 1.

- A. The subject property is developed with a structure known as the Weyl House. Constructed circa 1880. Due to its association with Henry Weyl, an important figure in the history of Sonoma and Sonoma County, this building is historically significant and is eligible for listing on the State Register of Historic Places.
- B. The proposed adaptive re-use is consistent with the General Plan because of General Plan policies and implementation measures in the Community Development Element and in the Housing Element that allow for the adaptive re-use of historically-significant structures, in which uses that are not normally permitted may be authorized as an incentive for historic preservation.
- C. The proposed use is allowed with a conditional Use Permit within the applicable zoning district and complies with all applicable standards and regulations of this Development Code, because, pursuant to Section 19.42.020 of the Development Code (Adaptive Reuse of Historic Structures), limited nonresidential uses, including vacation rentals, are allowed on properties within the Historic Overlay Zone with a use permit, provided that the use is consistent with the intent of preserving existing historic structures and the historic context of the site. Structures eligible for adaptive reuse as a vacation rental are limited to those that are listed or eligible for listing on the State Register of Historic Places. In addition, off-street parking is in place to support the proposed use, consistent with the requirements of the Development Code.
- D. The location, size, design, and operating characteristics of the proposed use are compatible with the existing and future landuses in the vicinity in that the subject

property is located in a transitional area, with bed and breakfast, vacation rental, and multi-family residential uses in the immediate vicinity of the site. Furthermore, the nature of the use and the conditions of approval requiring the appropriate management of the vacation rental ensure that it will be quiet and compatible with residential neighbors.

- E. The proposed use will not impair the architectural integrity and character of the zoning district in which it is to be located, because the historic building will be preserved and maintained.
- F. The proposed use will serve to enhance, perpetuate, preserve, protect and restore those historic districts, neighborhoods, sites, structures, and zoning districts which contribute to the aesthetic and cultural benefit of the City in that Weyl House possesses considerable historic significance and allowing a intensified use of the property through its conversion to two vacation rental units will ensure that the building will be adequately preserved in the long-term as required by the conditions of approval.
- G. The proposed use will serve to stabilize and improve the economic value of historic districts, neighborhoods, sites, structures, and zoning districts, in that the conversion of the Weyl House to two vacation rental units will increase its economic value and trigger the investment of approximately \$340,000 in restoration and improvements to the building.
- H. The proposed use will serve to preserve diverse architectural design reflecting phases of the City's history, and encourage design styles and construction methods and materials that are compatible with the surrounding neighborhood(s), in that the conversion of the Weyl House to a vacation rental use will not entail any external alteration to the building, except for the restoration of a historic finial and the addition of an accessible ramp, to be located at the back of the structure, changes which have been evaluated and which have been found to not impair the historic integrity of the building.
- I. The proposed use will serve to promote and encourage continued private ownership and utilization of structures now so owned and used, in that the conversion of the Weyl House to a vacation rental use will increase its economic value and provide greater resources for its on-going maintenance as a historic building.

Section 2

Pursuant to Section of 15303 of the State CEQA Guidelines, the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure is Categorically Exempt from the provisions of CEQA (Class 3 – Conversion of Small Structures). In addition, there is no substantial evidence that there would be a significant adverse environmental impact associated with the project.

Section 3.

The City Council hereby upholds the appeal of the Planning Commission decision to deny the application and approves a Use Permit allowing the adaptive reuse of the subject property, including the conditions of approval set forth in Exhibit "A".

The foregoing Resolution was duly adopted this 3th day of November 2014, by the following roll call vote:

City of Sonoma City Council
CONDITIONS OF APPROVAL
Tillem Vacation Rentals Use Permit
162-166 West Spain Street
November 3, 2014

1. The two vacation rental units shall be constructed and operated in conformance with the project narrative, and the approved site and floor plans except as modified by these conditions and the following:
 - a. This permit does not constitute an approval for a Special Event Venue as defined under Section 19.92.020 of the Development Code
 - b. Outside activities/noise on the property shall cease by 10 p.m. nightly.
 - c. The applicant shall provide a 24-hour contact number for the vacation rental owner/manager to residents and owners of other properties within 100 feet of the project site
 - d. The rehabilitation and improvements called for in the project narrative shall be implemented.
 - e. The finial referred to in the League for Historic Preservation description of the building shall be installed.

Enforcement Responsibility: Planning, Building and Public Works
Timing: Ongoing

2. Consistent with the purpose of Section 19.42.030 of the City of Sonoma Development Code (Adaptive Reuse), the applicant/owner shall implement regular maintenance and enhancement of the historic building in a manner that conforms to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Enforcement Responsibility: Planning Department
Timing: Ongoing

3. A minimum of four on-site parking spaces shall be provided and maintained for the two vacation rental units on the property.

Enforcement Responsibility: Planning, Building, and Public Works
Timing: Ongoing

4. The applicant/property owner shall obtain and maintain a business license from the City for the vacation rental use, and shall register with the City to pay associated Transient Occupancy Taxes (TOT) for the two vacation rental units.

Enforcement Responsibility: Planning Department; Finance Department
Timing: Prior to operating the vacation rentals and ongoing

5. Fire and life safety requirements administered by the Fire Department and the Building Division shall be implemented. Minimum requirements shall include approved smoke detectors in each lodging room, installation of an approved fire extinguisher in the structure, and the inclusion of an evacuation plan posted in each lodging room.

Enforcement Responsibility: Building Department; Fire Department
Timing: Prior to operating the vacation rentals and ongoing

6. The vacation rental units shall comply with the annual fire and life safety certification procedures of the Fire Department.

Enforcement Responsibility: Fire Department
Timing: Ongoing

7. Any signage proposed in association with the vacation rentals shall be subject to review and approval by Planning Department staff or the Design Review & Historic Preservation Commission as applicable.

Enforcement Responsibility: Planning Department; DRHPC
Timing: Prior to installation of any signage for the vacation rentals

8. All Building Department requirements shall be met, including applicable Building Code requirements related to the change in use of the structure, and compliance with ADA requirements (i.e. disabled access, disable parking, accessible path of travel, bathrooms, etc.). A building permit shall be required.

Enforcement Responsibility: Building Department
Timing: Prior to construction; Prior to operating the vacation rentals

9. All Fire Department requirements shall be met including the provision of fire sprinklers within the structure if deemed necessary.

Enforcement Responsibility: Fire Department; Building Department
Timing: Prior to issuance of any building permit; Prior to operating the vacation rentals

10. The Applicant shall pay any required increased water fees applicable to the changes in use in accordance with the latest adopted rate schedule.

Enforcement Responsibility: Public Works Department; Water Operations Supervisor; City Engineer
Timing: Prior to finaling any building permit; Prior to operating the vacation rentals

11. The applicant shall comply with the following requirements of the Sanitation Division of Sonoma County Permit & Resource Management Department (PRMD) and the Sonoma County Water Agency (SCWA) as applicable:

- a. In accordance with Section 5.05, "Alteration of Use", of the Sonoma Valley County Sanitation District Ordinances, the Applicant shall pay any applicable increased sewer use fees for converting use of the structure to two vacation rental units. Any required increased sewer use fees shall be paid the Engineering Division of PRMD prior to the commencement of the use(s).
- b. A sewer clearance shall be provided to the City of Sonoma Building Department verifying that all applicable sewer fees have been paid prior to the issuance of any building permit. **Note: Substantial fees may apply for new sewer connections and/or the use of additional ESDs from an existing sewer connection. The applicant is encouraged to check with the Sonoma County Sanitation Division immediately to determine whether such fees apply.**

Enforcement Responsibility: Sanitation Division of Sonoma County Planning & Management Resource Department; Sonoma County Water Agency; City of Sonoma Building Department
Timing: Prior to issuance of a building permit; Prior to operating the vacation rentals

12. In addition to those already identified, the following agencies must be contacted by the applicant to determine permit or other regulatory requirements of the agency prior to issuance of a building permit, including the payment of applicable fees.

- a. *Sonoma Valley Unified School District [For school impact fees]*

Enforcement Responsibility: Building Department
Timing: Prior to issuance of a building permit



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7A

Meeting Date: 11/3/2014

Department

Building

Staff Contact

Wayne Wirick, Development Services Director/Building Official

Agenda Item Title

Discussion, Consideration and Possible Action to Approve a Lease of the Marcy House Located at 205 First Street West to the Sonoma Valley Historical Society

Summary

On March 1, 2014 the 25-year lease of the Marcy House to the Sonoma Sister Cities Association was not renewed and expired.

In May of 2014, a proposal was brought forward by the Sonoma Valley Historical Society (Society) to lease the facility for office, storage and research use for the purpose of conducting historical archival curation, including conservation and preservation of historic documents, images and artifacts, bookkeeping, small meetings, artifact restoration, training and other similar Society activities.

After several months of review and negotiation, a new draft lease (See Exhibit 1 of the Supplemental Report) has been developed for City Council consideration, the highlights of which are outlined in the Supplemental Report. The draft lease has been reviewed and accepted in concept by the Historical Society and City staff, including the City Attorney.

Recommended Council Action

Approve the proposed lease of the Marcy House to the Sonoma Valley Historical Society as contained in Exhibit 1 of the Supplemental Report.

Alternative Actions

- a) Modify the terms of the lease and approve as modified.
 - b) Do not approve the lease of the Marcy House to the Sonoma Valley Historical Society and provide further direction to staff.
-

Financial Impact

The approval and execution of the lease will result in no negative financial impacts to the City. In fact, if the lease to the Society does not occur, the City may incur substantial repair, maintenance, landscaping and accessibility improvement costs to preserve the building.

Environmental Review

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

Status

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

Attachments:

Supplemental Report dated November 4, 2014 including Exhibit 1 – Lease Agreement

Alignment with Council Goals:

This proposal helps to implement the Council's goal of fiscal responsibility by ensuring short and long-term prosperity through effective fiscal planning and efficient management of the taxpayers' assets.

cc: Patricia Cullinan – Sonoma Valley Historical Society

SUPPLEMENTAL REPORT

DISCUSSION, CONSIDERATION AND POSSIBLE ACTION TO APPROVE A LEASE OF THE MARCY HOUSE LOCATED AT 205 FIRST STREET WEST TO THE SONOMA VALLEY HISTORICAL SOCIETY

For the City Council Meeting of November 3, 2014

EXECUTIVE SUMMARY

BACKGROUND

The Marcy House is a historically-significant structure that for the past 25 years was leased to the Sonoma Sister Cities Association (SSCA). The structure was relocated to its current site on at 205 First Street West in 1989, from its original location at 20245 Broadway, at the request of the SSCA as a means of preserving it from demolition. The City Council authorized the relocation to the City owned property and a Use Permit was obtained to allow the building to be used for non-commercial administrative offices on the P (Public Facilities) zoned property. The parcel on which the Marcy House is located also includes the southern half of the Field of Dreams.

On March 1, 2014 the lease of the Marcy House by the Sonoma Sister Cities Association expired. The SSCA's Board of Directors voted not to renew the \$1.00 per year lease under the existing lease terms and conditions due to the SSCA's inability to fund and implement necessary building repairs, maintenance and improvements.

In May of 2014, a proposal was brought forward by the Sonoma Valley Historical Society (Society) to lease the facility for office, storage and research use for the purpose of conducting historical archival curation, including conservation and preservation of historic documents, images and artifacts, bookkeeping, small meetings, artifact restoration, training and other similar Society activities.

Key components of the Society's proposal were as follows:

1. A 10-year lease-rental agreement with a renewal option for an additional 10-year lease extension.
2. A rental rate of \$1 per year.
3. The City would need to affect a lot split of the parcel from the separate area leased to the Field of Dreams and provide an option for the Society to purchase the property.
4. The house and property would be maintained by the Society in accordance with the Secretary of Interior Standards for Preservation.
5. The Society would pay for the cost of repairs to the building and premises up to \$30,000 during the 10-year lease period.

On May 12, 2014 the City's Facilities Committee recommended that City staff enter into negotiations with the Society to develop terms consistent with previous City Council direction

for leasing City-owned properties including assigning complete maintenance, repair and improvement responsibilities to the lessee and establishing maintenance, repair and improvement benchmarks in the lease.

Subsequently, after further consideration of the process, the drawbacks and the benefits of splitting the parcel and providing an option for the Society to purchase the property, the idea of a future sale of the property to the Society was tabled by mutual agreement and not made a part of the lease agreement.

SYNOPSIS

The proposed use of the building by the Society for archival curation, conservation and research is consistent with the previously issued Use Permit allowing the building to be used for non-commercial administrative offices. The Society, which leases and operates the City-owned Depot Park Museum, has been a responsible steward of the Depot Museum building throughout its tenure. The lease provides a mechanism by which the Marcy House will be preserved as a community asset at little cost or expense to the City.

Highlights of the lease as drafted (see Exhibit 1) include the following:

- a) A 10-year lease agreement commencing on December 1, 2014 and terminating on November 30, 2024, with an option to renew for an additional 10-year period.
- b) A rental rate of \$1 per year.
- c) The premises are leased to the Society for office, storage and research space.
- d) The Society is responsible for all costs associated with the leased premises including costs for utilities, taxes, special assessments, repairs, maintenance, accessibility and other improvements.
- e) Deadlines for specific work of repairs, maintenance and improvements to be completed by the Society have been established and made a part of the lease. No cost limitation has been established with respect to the Society's obligation to repair, maintain and improve the premises. Society's failure to meet the established deadlines would represent a default of the lease.
- f) The Society may terminate the Lease at any time by providing no less than six months' advance written notice to City, in which event the Society would be relieved of all further obligations under the Lease as of the effective date of the termination.
- g) The Society may not assign the lease or sublet any part of the premises without the prior written consent of the City Council. If the City Council consents to an assignment or sublease under which the Society receives rent or other consideration, the rent will be retained by the Society and used exclusively for the upkeep and improvements to the premises.

It is worth noting that under the draft lease agreement, there is no option or provision for the City to raise the \$1.00 per year rent or modify any of the terms or conditions set forth in the lease during the initial or the second 10-year term, should the Society wish to exercise that option.

It is also worth noting that under a separate agenda item, the Society will be requesting that the City Council allow the subletting of a portion of the building to a private consulting business (George McKale) for commercial administrative office use. Planning Director Goodison has determined that a commercial use of the premises is not covered under the existing Use Permit and therefore a Use Permit for the commercial use of the building for administrative office purposes, if allowed by the City Council, will be required.

The draft lease has been reviewed by the Society and City staff, including the City Attorney.

FINANCIAL IMPACT

The approval and execution of the lease would result in no negative financial impacts to the City. In fact, if the lease to the Society does not occur, the City may incur substantial repair, maintenance, landscaping and accessibility improvement costs to preserve the building.

RECOMMENDATION

Approve the proposed lease of the Marcy House to the Sonoma Valley Historical Society as contained in Exhibit 1 of this Supplemental Report.

ALTERNATIVES

- a) Modify the terms of the lease and approve as modified.
- b) Do not approve the lease of the Marcy House to the Sonoma Valley Historical Society and provide further direction to staff.

ATTACHMENTS

- Exhibit 1 – Draft Lease of the Marcy House to the Sonoma Valley Historical Society.

cc: Patricia Cullinan – Sonoma Valley Historical Society

Recording Requested By:
City of Sonoma

When Recorded Return to:
City of Sonoma
Attn: City Clerk
No. 1 The Plaza
Sonoma, CA 95476

LEASE AGREEMENT

This Lease agreement (“Lease” or “Agreement”) is executed at Sonoma, California, on _____, 2014, between the CITY OF SONOMA, a municipal corporation, ("CITY"), and the SONOMA VALLEY HISTORICAL SOCIETY, a California non-profit corporation, ("SOCIETY”).

MATERIAL FACTS

The property to be leased is an historic building along with designated surrounding yards, walkways, driveways and parking area which is owned by the CITY and located at 205 First Street West in Sonoma. The leased Premises (defined below) is 75 feet wide by 154 feet long and is located on a portion of a parcel of land designated as Assessor’s Parcel Number (APN) 018-121-015 on Sonoma County Assessor’s Map 18-12 and further depicted in Exhibits A and B attached hereto and incorporated by this reference. The remaining portion of the parcel is leased to the Sonoma Valley Field of Dreams. The subject Premises includes a building, commonly known as the "Marcy House” that has approximately 950 square feet of enclosed space plus approximately 260 square feet of covered front and rear porch area.

The Premises being leased has not undergone inspection by a Certified Access Specialist (CASp).

The Marcy House was formerly leased to the Sonoma Sister Cities Association for office use. The Sonoma Sister Cities Association has terminated its lease with the CITY.

The SOCIETY has determined that it needs additional office, storage, research and meeting space to conduct its activities.

The stated mission of the Sonoma Valley Historical Society is “To provide a forum and a resource for the study and dissemination of Sonoma Valley history for present and future generations by identifying, collecting, preserving and sharing artifacts, documents and

images.” In order to promote this mission and help preserve the historic and archaeological resources of the community, it would be mutually beneficial to the CITY and the SOCIETY to use, operate and maintain the building in support of said mission.

This Lease will embody and extend the relationship between the CITY and the SOCIETY for a ten-year period with an option to renew the lease after ten (10) years.

SOCIETY has and will continue to provide historic research and other services to the City as a repository of and exhibitor of historical documents, writings, photos, artifacts and as a library and museum for the citizens of the City of Sonoma and the entire Sonoma Valley.

THEREFORE IT IS AGREED by and between the CITY and the SOCIETY as follows:

1. PREMISES. CITY agrees to lease to the SOCIETY the exclusive use of the Premises. For the purposes of this Lease, “Premises” shall mean the land and all improvements, including structures and any future improvements to the land or to the buildings and any yards, driveways, walkways, pavements, fixtures, equipment, casework or other appurtenance affixed to or maintained on the land or the building (“building”) located at 205 First Street West, Sonoma, California as further depicted in Exhibits A and B and attached hereto.
2. TERM. CITY shall lease the Premises to the SOCIETY, for a term of ten (10) years, commencing December 1, 2014 and terminating on November 30, 2024 (“Initial Term”). The SOCIETY shall have the option to renew the Lease for one additional term of ten (10) years, commencing December 1, 2024 and terminating on November 30, 2034, subject to terms and conditions mutually acceptable to the parties. To exercise this option, SOCIETY must give CITY written notice of exercise of the option (“Option Notice”) no earlier than six months and no later than three months prior to the expiration of the Initial Term. However, if, as of CITY’s receipt of the Option Notice, SOCIETY is in default under this Lease, or has committed or failed to perform acts that with the giving of notice or the lapse of time would constitute a default under this Lease (“Potential Default”), the Option Notice shall be totally ineffective. If after giving the Option Notice, SOCIETY is in default under this Lease, or if a Potential Default has occurred, and that default or Potential Default remains uncured as of the expiration of the Initial Term, this Lease shall, at the election of CITY, terminate as of the expiration of the Initial Term.
3. CONSIDERATION. In consideration of SOCIETY’S rights to use the Premises, SOCIETY shall pay to CITY One Dollar (\$1.00) each year during the term beginning December 1, 2014 and on the first day of December of each year thereafter through December 1, 2023, and during the ten-year additional term if SOCIETY elects to extend the Lease pursuant to Section 2.
4. USE. The Premises are leased to the SOCIETY for office, storage and research space for the purpose of conducting historical archival curation, including conservation and preservation of historic documents images and artifacts, bookkeeping, small meetings, storage, artifact restoration, research, training and other similar SOCIETY activities. SOCIETY shall not use, or permit said Premises, or any part thereof to be used, for any purpose or purposes other than the purpose or purposes for which the said Premises are hereby leased without express written permission by the CITY.

5. ENTRY BY CITY. SOCIETY shall permit CITY and its agents to enter into and upon Premises at all reasonable times for the purpose of inspecting the Premises to determine compliance with the terms of this Lease. SOCIETY shall also provide a means for emergency access by the CITY by providing keys, locks, combinations or other devices that will enable access in the event of an emergency.
6. UTILITIES. SOCIETY shall pay for all utilities, including, but not limited to, water, telephone, natural gas, electricity, television, data and sewer service.
7. PROPERTY TAX AND OTHER ASSESSMENTS. Within thirty (30) days of written request by CITY, SOCIETY shall reimburse CITY for direct charges, taxes and special assessments that CITY receives and pays pursuant to the property tax bill for the property identified as (APN) 018-121-015. Direct charges, taxes and special assessments, or portions thereof, not directly attributable to the leased Premises or SOCIETY's use of the Premises shall not be a payment or reimbursement obligation of SOCIETY. Without limiting the generality of the foregoing, the leasehold estate created by this Lease may be subject to a possessory interest property tax pursuant to Cal. Rev. & Tax. Code Section 107.6 and SOCIETY may be subject to the payment of such tax.
8. GARBAGE AND RECYCLING. SOCIETY shall pay for the cost and expense of the proper and legal disposal of all garbage and recyclable materials generated during its use and operation of the facility.
9. CONDITION OF PREMISES. SOCIETY accepts the Premises in "as is" condition with all of its faults and defects and as being in the condition in which CITY is obligated to deliver the Premises. SOCIETY waives all rights to make repairs at the expense of CITY or instead to vacate the Premises, and SOCIETY further waives the provisions of Civil Code sections 1941 and 1942 with respect to CITY's obligations under this Lease. CITY has no obligation and has made no promise to alter, remodel, improve, repair, decorate, or paint the Premises or any part of them, except as specifically set forth in this Lease. This Lease shall be subject to any and all easements, rights-of-way, covenants, liens, conditions, restrictions, and outstanding mineral or royalty interests, if any, relating to the Premises, to the extent the same still may be in force and effect.
10. HAZARDOUS SUBSTANCES.
 - A. SOCIETY agrees that any and all handling, transportation, storage, treatment, disposal, or use of Hazardous Substances by SOCIETY in or about the Premises shall strictly comply with all applicable rules, regulations, codes and laws ("Environmental Laws").
 - B. SOCIETY agrees to indemnify, defend and hold the CITY harmless from any liabilities, losses, claims, damages, penalties, fines, attorney's fees, expert fees, court costs, remediation costs, investigation costs, or other expenses resulting from or arising out of the use, storage, treatment, transportation, release, or disposal of Hazardous Substances on or about the Premises by SOCIETY during its tenancy. This indemnification shall survive termination of this Lease.
 - C. If the presence of Hazardous Substances on the Premises caused or permitted by SOCIETY, results in the contamination or deterioration of the Premises, any water or soil beneath the Premises, or any other property, SOCIETY shall promptly take all action necessary to investigate and remedy that contamination.

D. CITY and SOCIETY each agree to promptly notify the other of any communication received from any governmental entity concerning Hazardous Substances or the violation of Environmental Laws that relate to the Premises.

E. SOCIETY shall not use, handle, store, transport, generate, release, or dispose of any Hazardous Substances on, under, or about the Premises, except that SOCIETY may use (i) small quantities of common chemicals such as adhesives, lubricants, and cleaning fluids in order to conduct its permitted uses at the Premises and (ii) other Hazardous Substances that are necessary for the operation of SOCIETY's enterprise and for which CITY gives written consent prior to the Hazardous Substances being brought onto the Premises. At any time during the term of this Lease, SOCIETY shall, within ten (10) days after written request from CITY, disclose in writing all Hazardous Substances that are being used by SOCIETY on the Premises, the nature of the use, and the manner of storage and disposal.

F. "Hazardous Substances" includes without limitation:

i) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Resource Conservation and Recovery Act of 1976, Toxic Substances Control Act or under any other Environmental Law;

ii) Those substances listed in the United States Department of Transportation (DOT) Table [49 C.F.R. 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 C.F.R. Part 302];

iii) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

iv) Any material, waste, or substance that is:

- (1) a petroleum or refined petroleum product,
- (2) asbestos,
- (3) polychlorinated biphenyl,
- (4) designated as a hazardous substance pursuant to 33 U.S.C.A § 1321 or listed pursuant to 33 U.S.C.A § 1317,
- (5) a flammable explosive, or
- (6) a radioactive material.

11. MAINTENANCE AND REPAIRS.

A. All maintenance and repair of the Premises shall be performed at SOCIETY'S own cost and expense. SOCIETY shall keep the entire leased Premises in a clean, safe and sanitary condition to the satisfaction of CITY. SOCIETY shall maintain and repair as necessary the entire leased Premises or portions thereof including those improvements, fixtures, appliances, components, piping, wiring, parts, equipment and apparatus located on or made a part of the Premises in a good and safe operating condition. SOCIETY shall repair any breakage of glass and shall maintain doors and

windows in good and securable operating condition. SOCIETY shall furnish and maintain all necessary materials and supplies, including light bulbs, filters, paper goods, soap, fire extinguishers, flags and other supplies and components designed to be replaced or as may be necessary to keep the Premises in good and safe operating order for its intended purpose. SOCIETY shall be responsible for all necessary or desirable treating, cleaning, washing, painting or other similar treatment or repairs needed to maintain the building in a clean and aesthetically pleasing condition, free of rot, deterioration or insect damage to wood members and free of peeling, blistering or mildewing painted surfaces. SOCIETY shall be responsible for the maintenance and repair of all buildings on the Premises including, but not limited to, the roof, exposed materials, the structure, interior and exterior painting, foundation and the plumbing, electrical and mechanical systems serving said building and shall maintain the same at its own expense to the extent necessary to keep the building free of damage and usable for the purposes intended by the Lease. SOCIETY shall maintain in good working order all landscaping irrigation systems and shall maintain all yards, landscaping, fences, roof gutters, roof drains, walkways, public sidewalks, bike racks, driveway approaches, parking lots and other site improvements on the Premises in a good, clean, safe and sanitary condition. SOCIETY shall maintain the landscaping in a viable, thriving, and visually aesthetic condition and shall promptly replace landscaping improvements that die or are not viable or thriving. SOCIETY shall obtain any required building or other permits or approvals for maintenance, repair or works of improvement if required by law or CITY ordinances. All repairs or works of improvement performed on the Premises shall be subject to final approval by the CITY. Notwithstanding the foregoing provisions of this paragraph, CITY acknowledges that the Marcy House building on the Premises is in need of repairs and upgrades, and that the SOCIETY intends to make repairs and improvements to the Premises over the term of this Lease, and that the repair and maintenance obligations of SOCIETY under this paragraph are subject to that understanding and the understanding that any such repairs and maintenance shall be effected in accordance with this Lease.

B. Not later than December 1, 2015, SOCIETY shall repair or replace and paint the exterior roof flashings, exterior cornice trim and exterior fascia boards at the roof edges of the building in accordance with plans and specifications prepared by SOCIETY and approved in advance by the CITY.

C. Not later than December 1, 2016, SOCIETY shall plant a minimum of eight (8) new trees on the Premises in the yard north of the building in a location approved by CITY. The tree size shall not be less than 24” box and shall be of a type and species approved by the City Planning and Community Services Director or his/her successor. SOCIETY shall install and maintain automatic irrigation to the trees for a minimum of 5 years.

D. Not later than December 1, 2017 and prior to use of any portion of the Premises for any program, service or activity offered to the general public on the Premises, SOCIETY, in order to comply with the ADA (defined below) and its counterpart legislation adopted by the State of California (collectively referred to as “ADA-Laws”), shall complete the installation, modification, construction, erection and/or building the improvements and works described as Priority 1 - Accessibility Improvement Measures on Exhibit C attached hereto and incorporated by this

reference. Said improvements and works shall be installed in accordance with the specific provisions governing historic properties as applicable in the California Historical Building Code and the Secretary of Interior Standards for Preservation. Notwithstanding the foregoing, to the extent that at any time during the Term of this Lease, the ADA-Laws require the alteration of the Premises and/or the construction of improvements or works in order for the Premises to comply with said ADA-Laws, SOCIETY shall be solely responsible for effecting such alteration and/or improvements, and shall defend, indemnify and hold the CITY harmless from any claims, damages, expenses (including attorneys' fees) or liabilities of any kind arising out of SOCIETY's failure to effect such alteration and/or improvements. This provision shall survive the termination of this Lease.

E. Not later than December 1, 2018 and prior to use of any portion of the Premises for any program, service or activity offered to the general public on the Premises, SOCIETY shall complete the installation, construction, erection and/or building the improvements and works described as Priority 2 - Accessibility Improvement Measures on Exhibit C.

F. Not later than December 1, 2019 and prior to use of any portion of the Premises for any program, service or activity offered to the general public on the Premises, SOCIETY shall complete the installation, construction, erection and/or building the improvements and works described as Priority 3 - Accessibility Improvement Measures on Exhibit C.

G. Not later than December 1, 2020, SOCIETY shall reroof the building with a new composition shingle roof of color similar to that extant with a 30-year minimum manufacturer's material warranty. Upon completion of said work, SOCIETY shall provide a copy of said warranty to the CITY.

H. Not later than December 1, 2021, SOCIETY agrees to repaint all exterior painted surfaces of the building in accordance with plans and colors approved in advance by the CITY.

12. ALTERATIONS AND ADDITIONS. SOCIETY shall not make, or cause to be made to the Premises, or any part thereof, any structural or other alterations or additions that require a building permit, without the prior written consent of CITY. Any additions to, or alterations of, the Premises, except movable furniture, play equipment, freestanding shelving and casework, shall become at once a part of the realty and belong to the CITY. Upon the termination of this Lease, SOCIETY shall remove such furniture, play equipment, freestanding shelving, casework and trade fixtures as may have been installed by SOCIETY during the term of this Lease and shall repair or replace any areas damaged by such installation or removal to its original conditions, subject to reasonable wear and tear only. Any such fixtures or furnishings not removed within five (5) calendar days of the termination of the Lease shall become at once a part of the realty and belong to the CITY. SOCIETY shall keep the demised Premises and the property in which the demised Premises are situated free from any liens arising out of any work performed, material furnished or obligations incurred by SOCIETY, including but not limited to mechanic's, materialmen's, contractor's or subcontractor's liens. SOCIETY shall obtain, at its own cost and expense, any required building or other permits or approvals for addition or alteration work as required by law. Alterations or additions made to the Premises shall be subject to final approval by the CITY.

13. COMPLIANCE WITH APPLICABLE LAWS.

A. SOCIETY shall comply with all applicable state and federal laws, local ordinances, rules and orders of the City of Sonoma, County of Sonoma and State of California, including but not limited to the ADA-Laws, pertaining to the use, cleanliness, safety, occupancy, maintenance and improvement of the demised Premises.

B. SOCIETY, at its own cost and expense, shall make and maintain the program, services and activities provided by SOCIETY or made available to the public, accessible to individuals with disabilities in accordance with the applicable provisions of Title II and Title III of the Americans with Disabilities Act (“ADA”) and all ADA-Laws. SOCIETY shall consult with CITY and obtain CITY's written consent, before making any renovations to the Premises that would trigger any required ADA or State mandated accessibility upgrades or renovations.

14. ABANDONMENT; TERMINATION. SOCIETY shall not vacate or abandon the leased Premises at any time during the term of the Lease. Notwithstanding the foregoing, SOCIETY may terminate this Lease at any time by providing no less than six months’ advance written notice to CITY, in which event SOCIETY shall be relieved of all further obligations under this Lease as of the effective date of the termination. If SOCIETY does abandon or vacate the leased Premises for more than sixty (60) days; surrender the leased Premises pursuant to SOCIETY’S termination; or is dispossessed by process of law or otherwise, any personal property belonging to SOCIETY and left on the leased Premises (except such property as may be mortgaged to SOCIETY) may be deemed abandoned at the option of the CITY. The CITY may require removal of abandoned property by SOCIETY or the CITY at the sole cost and expense of SOCIETY.

15. PREMISES ARE DAMAGED OR DESTROYED. If the Premises or any part thereof are damaged or destroyed by any cause whatsoever, SOCIETY shall not be entitled to any compensation or damages from CITY for loss of use of the whole or any part of the Premises, from being displaced from the Premises either temporarily or permanently, for SOCIETY's personal property or for any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration of the Premises. In addition, CITY may, at its sole discretion:

A. terminate the Lease, in which case CITY shall have the right to receive all insurance proceeds, including insurance owned by and payable to SOCIETY, excepting any insurance proceeds specifically for SOCIETY relocation or personal property owned by SOCIETY; or

B. rebuild the Premises so destroyed or damaged similar to the building or portion thereof so damaged and destroyed, in which case CITY shall have the right to receive all insurance proceeds, including insurance owned by and payable to SOCIETY, excepting any insurance proceeds specifically for SOCIETY’s relocation or personal property owned by SOCIETY; or

C. may allow SOCIETY, at its own cost and expense and at its election, to promptly repair and restore the same to a building substantially similar or better than the building or portion thereof damaged or destroyed. Without limiting such obligation of SOCIETY, it is agreed that the proceeds of any insurance, including insurance owned by and payable to CITY, covering the damage or destruction shall be made available to SOCIETY for such repair or replacement. However, in the case of destruction of the building, or damage thereto from any cause so as to make it untenable, SOCIETY may elect to terminate this Lease by written notice served on

CITY within ninety (90) days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of SOCIETY to repair or restore the building and improvements, but in such event, CITY shall be entitled to all of the insurance proceeds collected under any insurance policies covering said building or any part thereof, including insurance owned and payable to the SOCIETY.

16. INSURANCE. SOCIETY shall procure and maintain for the duration of the Lease insurance against claims for injuries to persons or damages to property which may arise from or in connection with SOCIETY's operation and use of the leased Premises. The cost of such insurance shall be borne by the SOCIETY. The provisions of this section shall survive the termination of this Lease.

A. MINIMUM SCOPE OF INSURANCE. Coverage shall be at least as broad as:

i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including property damage, bodily injury and personal injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this Premises/location or the general aggregate limit shall be twice the required occurrence limit. The insurance shall include broad form property damage, blanket contractual, completed operations, vehicle coverage, products liability and employer's non-ownership liability coverage.

ii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (for lessees with employees).

iii) Property insurance against all risks of loss to any SOCIETY improvements or betterments, at full replacement cost with no coinsurance penalty provision.

B. OTHER INSURANCE PROVISIONS. The policies are to contain, or to be endorsed to contain, the following provisions:

i) For General Liability, the CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of ownership, maintenance, or use of that part of the Premises leased to the SOCIETY.

ii) The SOCIETY'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the SOCIETY'S insurance.

iii) Each insurance policy required above shall contain, or be endorsed to contain, a waiver of all rights of subrogation against the CITY.

iv) Each insurance policy shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice (10 days for non-payment) has been given to the CITY.

v) The SOCIETY'S property insurance against all risks of loss to any SOCIETY improvements or betterments shall name the CITY as Loss Payee as its interests may appear.

C. ACCEPTABILITY OF INSURERS. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A: VII unless otherwise acceptable to the CITY.

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

E. VERIFICATION OF COVERAGE. SOCIETY shall furnish CITY with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the CITY. All certificates and endorsements are to be received and approved by the CITY within 10 days following execution of this Lease. CITY reserves the right to require complete, certified copies of all required policies, at any time.

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

17. INDEMNIFICATION. SOCIETY waives all claims against CITY for damages to property or injury or death to any person on the Premises arising at any time and from any cause other than the sole negligence or willful misconduct of CITY. SOCIETY shall indemnify, hold harmless and defend CITY against and from any and all claims arising from SOCIETY's use of the Premises, for conduct of its business or from any activity, work, or other thing done, permitted or suffered by SOCIETY in or about the Premises, and shall further indemnify, defend and hold harmless CITY against and from any and all claims arising from any breach or default in the performance of any obligation on SOCIETY's part to be performed under the terms of this Lease, SOCIETY's failure to comply with all applicable laws in its performance under this Lease or arising from any act or negligence of SOCIETY, or any officer, agent, employee, guest or invitee of SOCIETY, and from all and against all costs, attorney's fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought against CITY by reason of any such claim; provided that such indemnity shall not extend to any loss arising from CITY'S sole negligence or willful misconduct. SOCIETY, upon notice from CITY, shall defend same at SOCIETY's expense by counsel reasonably satisfactory to CITY. The provisions of this section shall survive the termination of this Lease.

18. LOSS OR DAMAGE TO PERSONAL PROPERTY. CITY shall not be liable for any damage to SOCIETY's property used or stored on the Premises, for any damage to property entrusted to SOCIETY's employees, for any loss or damage to any property by theft or

otherwise, or for any injury to or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or any other cause whatsoever unless caused by or due to the sole negligence of CITY, its agents, servants or employees.

19. FIRE INSURANCE. CITY, at its own expense, shall maintain in effect throughout the term of the Lease, a policy or policies of insurance on the building which is part of the leased Premises, providing protection against any peril of fire, exclusive of trade fixtures and equipment of SOCIETY.

20. DEFAULT. CITY and SOCIETY agree that every condition, covenant and provision of this Lease is material and reasonable. Any breach by SOCIETY of a condition, covenant or provision of this Lease will constitute a material breach. For any material breach by SOCIETY, CITY may provide SOCIETY with a written notice that describes the breach and demands that SOCIETY cure the default (if a cure is possible). If SOCIETY does not cure the default within thirty (30) days (or within five (5) days for SOCIETY's failure to timely pay rent), or if a cure is not possible, this Lease will be terminated. Termination of this Lease for a breach by SOCIETY will not occur unless the foregoing events occur.

A default by SOCIETY under this Lease shall include but shall not be limited to: Failure to pay rent when due;

- A. Use of the Premises for any unlawful purpose in violation of this Lease or any City, State or Federal law or regulation;
- B. Abandonment of the Premises for more than 90 days;
- C. Assigning or subletting the leased Premises without the prior written consent of CITY;
- D. Maintaining, committing or permitting the maintenance or commission of a nuisance on the leased Premises;
- E. Any material failure to keep the Premises in a sanitary condition or to dispose of all trash, debris, yard waste, recycling and garbage;
- F. Altering the Premises in any manner, except as provided in this Lease Agreement;
- G. Failure to maintain, repair, remove barriers or improve the Premises in accordance with the applicable requirements of ADA-Laws and the California Historical Building Code.
- H. Failure to make the repairs or improve the Premises within the time deadlines set forth in Section 11 herein.
- I. Failure to maintain, repair or improve the Premises or failure to perform or meet any other provision, covenant or condition of this Lease.

21. TERMINATION. Upon termination of this Lease, SOCIETY shall quit and surrender the Premises thereby demised in as good a state and condition as they were at the commencement of the term, reasonable use and wear thereof and damage by the elements excepted.

22. ASSIGNMENT OF LEASE TO OTHERS. SOCIETY shall have no right to encumber the Premises in any manner and shall not assign, sublet, hypothecate or otherwise transfer whether voluntarily, involuntarily, or by operation of law, its interest in this Lease or

any part thereof without the prior written consent of CITY, which said consent may be withheld in the reasonable discretion of CITY. No such assignment or transfer shall be valid or binding without the CITY's prior written consent. An attempted assignment or transfer not in compliance with the provisions of this paragraph shall be grounds for CITY's termination of this Lease. If CITY consents to an assignment or sublease under which SOCIETY shall receive rent or other consideration, said rent or other consideration shall be retained in full by SOCIETY and will be restricted to use by SOCIETY for the upkeep and improvements to the Premises.

23. **BINDING ON SUCCESSORS.** Subject to the provisions of this Lease regarding assignments, each of the covenants and conditions of this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

24. **RECOVERY OF ATTORNEY'S FEES.** In the event that either party thereto shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any term, covenant or condition of this Lease by it to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its court costs, a reasonable attorney's fee to be fixed by the court, and such recovery shall include court costs and attorney's fees on appeal, if any.

25. **WAIVER OF BREACH OR COVENANT.** Waiver by either party of a breach of any covenant of this Lease Agreement will not be construed to be a continuing waiver of any subsequent breach. No waiver by either party of a provision of this Lease Agreement will be considered to have been made unless expressed in writing and signed by all parties.

26. **INTEGRATION CLAUSE.** The CITY and the SOCIETY agree that this instrument contains the entire, sole and only agreement between them concerning the demised Premises and correctly sets forth their rights and obligations to each other concerning the demised Premises as of its date. Any agreement or representations respecting the demised Premises or the duties of either CITY or SOCIETY in relation thereto not expressly set forth in this instrument is null and void.

27. **NOTICE.** For the purpose of service of process and service of notices and demands, SOCIETY'S address is:

Sonoma Valley Historical Society
270 First Street West
Sonoma, CA 95476

Notices, demands and service of process for the CITY shall be served on the City Manager at the following address:

City Hall
No. 1 The Plaza
Sonoma, CA 95476

28. **MERGER.** This Lease is intended as the final expression of the agreement between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Lease shall be effective unless and until such modification is

evidenced by a writing signed by both parties. Each party has relied on its own examination of this Lease, the counsel of its own choosing, and the warranties, representations and covenants of the Lease itself. The failure or refusal of either party to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

29. RECORDING OF LEASE. This Lease shall be recorded in the Sonoma County Recorder’s Office immediately after it is fully executed, pursuant to California Government Code Section 37393.

30. AUTHORIZATION TO EXECUTE. Each signatory to this Lease represents and warrants that s/he has been fully authorized by the entity that s/he represent to execute this Lease and that this Lease is a legally binding obligation on the part of the entity s/he represents and is enforceable against that entity, consistent with the Lease’s terms and conditions.

31. RELOCATION BENEFITS. SOCIETY, on behalf of itself and its successors and assigns, acknowledges, agrees and confirms that at the time SOCIETY entered into this Lease that SOCIETY was a “post-acquisition tenant with notice” pursuant to California law, including but not limited to, Title 25 California Code of Regulations Section 6034(b), and that SOCIETY shall not be entitled to relocation benefits or assistance from CITY upon expiration of this Lease or upon the earlier termination of the Lease for any reason. SOCIETY further expressly waives and relinquishes any and all claims to relocation benefits or assistance from CITY under any law, including but not limited to, California Government Code Section 7260 et seq. and Title 25 California Code of Regulations Section 6000 et seq., upon expiration of this Lease or upon the earlier termination of the Lease for any reason.

32. INCORPORATION. The “Material Facts” set forth at the beginning of this Lease are hereby incorporated by this reference.

Executed on _____, 2014, in the City of Sonoma, County of Sonoma, California.

CITY OF SONOMA

SONOMA VALLEY HISTORICAL SOCIETY

By:

By:

Mayor

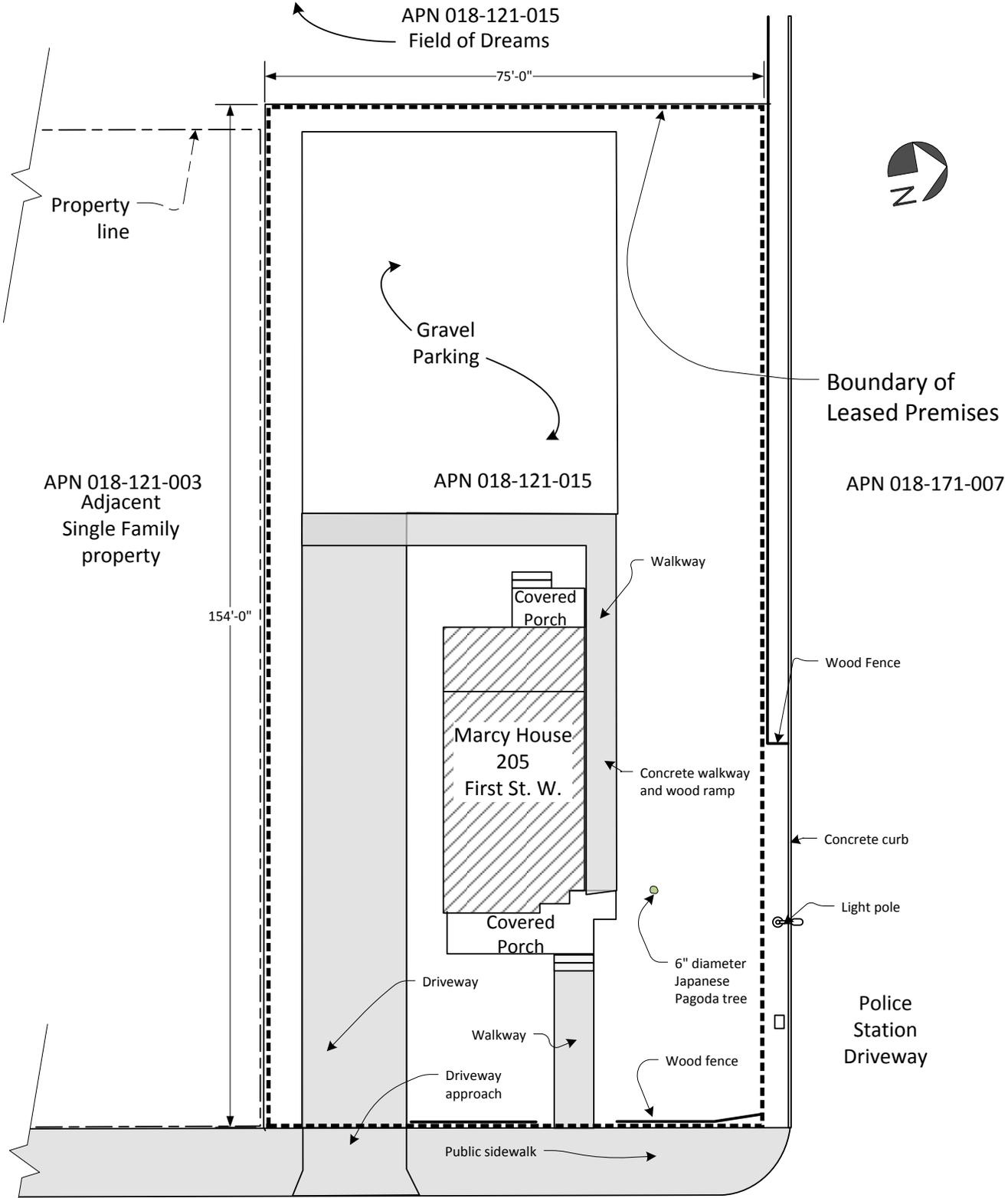
President, Sonoma Valley Historical Society

Attest:

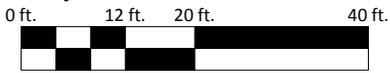
By:

City Clerk

Treasurer or CFO, Sonoma Valley Historical Society



Marcy House Leased Area

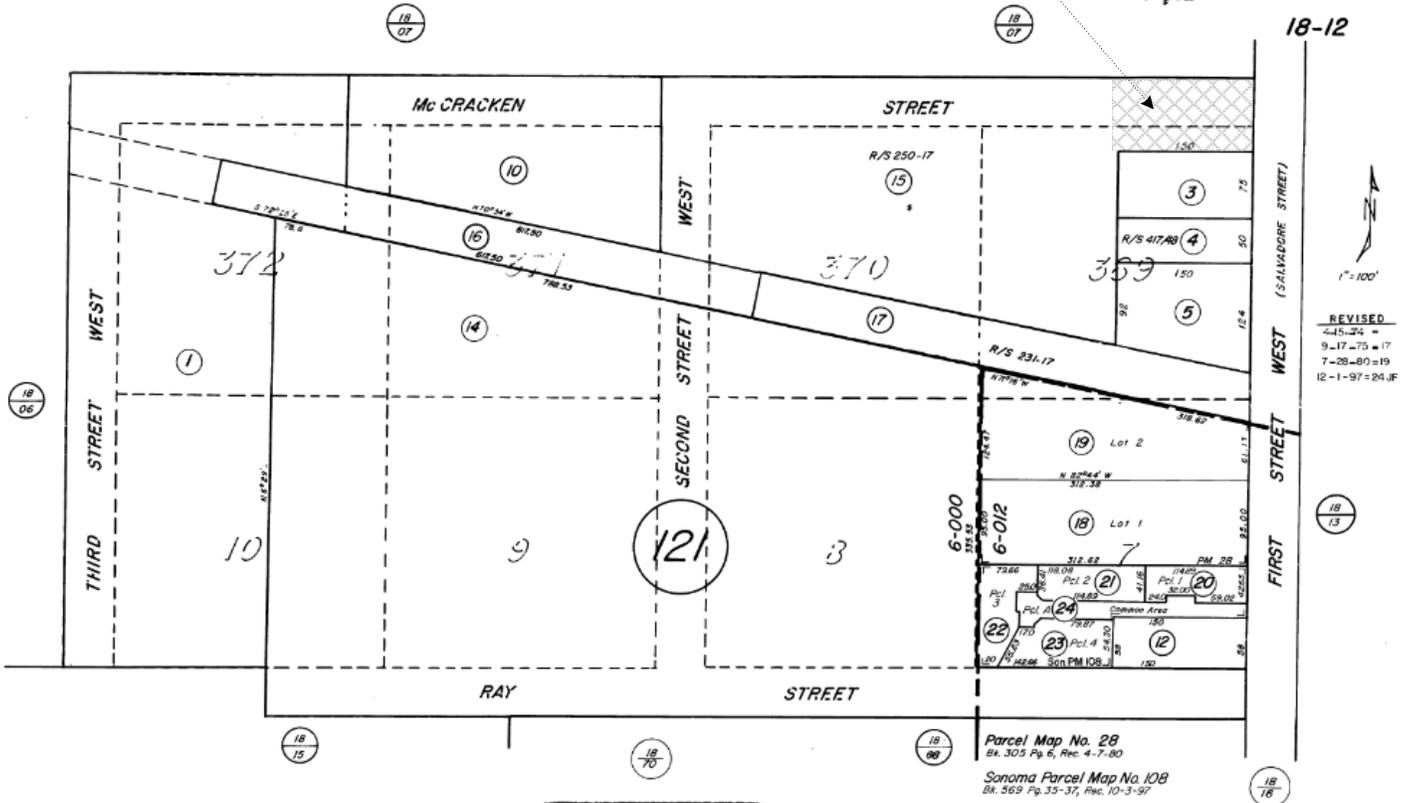


Leased Premises

(Shown Cross-Hatched)

COUNTY ASSESSOR'S PARCEL MAP

TAX RATE AREA
6-000
6-012



REVISED
4-5-24 =
9-17-75 = 17
7-28-80 = 19
12-1-97 = 24, JF

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA DELINEATED HEREON.

Parcel Map No. 28
Bk. 305 Pg. 6, Rec. 4-7-80
Sonoma Parcel Map No. 108
Bk. 569 Pg. 35-37, Rec. 10-3-97

Assessor's Map Bk. 18 Pg. 12
Sonoma County, Calif.

Accessibility Improvement Measures

Priority 1 - Accessibility Improvement Measures

1. The building is not provided with an accessible route of travel from the public sidewalk to the interior of the building. Provide an accessible route from the public sidewalk to the interior of the building through the front entrance door in accordance with the California Historical Building Code. This includes, but is not limited to:
 - a. Adding an accessible pathway from public sidewalk to the bottom landing of the ramp for the building.
 - b. Providing level landings (2% max slope) at the top and bottom of the ramp. The level landing at the top of the ramp shall be 60 inches by 60 inches; the landing at the bottom of the ramp shall be 72 inches in the direction of travel and shall be the width of the ramp.
 - c. Replacing and adding ramp handrails to comply with the accessibility requirements of the California Historical Building Code.
 - d. Repairing (setting flush) the protruding nails on the existing ramp that are a potential tripping hazard.
 - e. Reconfiguring or adding a power operated door at the main entrance. The existing main entry at the front porch (East elevation) does not have the required 18 inch strike-side clearance on the interior side of the door. Additionally, the bottom 10 inches of the door is not a smooth, uninterrupted surface. The width of the door is sufficient but due to the lack of the strike-side clearance and the lack of a 10 inch door bottom, the door will require installation of a power operated door or reconfiguration of the existing door to comply with the accessibility requirements of the California Historical Building Code.
 - a. Revising the $\frac{3}{4}$ inch vertical offset between the floor of the exterior front porch and the interior floor of the building at the front entrance. The threshold and floor level must be reconfigured to meet the accessibility requirements of the California Historical Building Code.
 - b. Providing an International Symbol of Accessibility sign near the front entry door.

Priority 2 - Accessibility Improvement Measures

2. The facility is not provided with an accessible off-site parking space or an accessible path from an accessible parking space to the building. Provide a van accessible parking space connecting to an accessible route to the building. This includes, but is not limited to:
 - a. Providing a stable, firm and slip resistant parking surface and access aisle with a slope of not more than 2% and that is painted and provided with required striping and signage pursuant to the accessibility requirements of the California Historical Building Code.
 - b. Providing pole mounted accessibility signage for the parking space and the parking lot pursuant to the accessibility requirements of the California Historical Building Code.
-

Priority 3 - Accessibility Improvement Measures

3. Remove accessibility barriers from the interior of the space. This includes but is not limited to the following:
 - a. Removing interior door and hinges from the doorway leading from main room to the dining/kitchen area, as the current configuration does not provide the California Historical Building Code allowed minimum clear width of 29 ½ inches.
 - b. Changes in floor level shall not exceed 1/4 inch unless beveled at a 1:2 gradient in which case the change in floor level may be 1/2 inch. The kitchen and bathroom floor elevations are 1½ inches above the other floor levels and the transition must be corrected. Installing threshold transitions to meet the maximum gradients of threshold at the kitchen entrance and bathroom entrance may meet this requirement.
 - c. Installing lever type door hardware on all doors (except where the removal of the existing door hardware would threaten or destroy the historical significance or character-defining features of the building).
 - d. Modifying the location of all controls, switches and receptacles intended to be used by the occupant to be no more than 48 inches or less than 15 inches from the finished floor.
 - e. Replacing the existing curtain rod grab bars in the restroom with appropriate steel grab bars complying with the requirements of the California Historical Building Code.
 - f. Relocating the water closet to provide a clearance to the side wall of between 17 - 18 inches measured to the centerline of the water closet.
 - g. Relocating the existing bathroom door latch hardware to an accessible height of not more than 48 inches above the finished floor.
 - h. Modifying the base cabinet directly under the kitchen sink counter area to be removable without the use of special tools or knowledge in order to provide floor space clearance under the sink for a wheelchair. Unobstructed knee clearance shall be provided under the kitchen sink counter area that is a minimum of 30 inches wide and 27 inches in height. A 30 inch by 48 inch clear floor space is also required in front of the kitchen sink to accommodate a wheelchair.
 - i. Modifying the kitchen counter height and the cooktop/range to meet accessible reach range requirements of the California Historical Building Code. One alternative would be to remove all kitchen counters, base cabinets and the range and reinstall a single counter for the sink with a countertop not exceeding 34 inches above the finish floor.
 - j. Modifying the faucet for the kitchen sink to be accessible by providing a lever-operated, push-type, electronically activated or other approved accessible mechanism.
 - k. Providing a restroom identification signage (unisex) located on the wall adjacent to the latch side of the door 60 inches above floor.
 - l. Providing the required accessibility signage depicting a unisex facility on the door of the restroom 60 inches above finished floor.
 - m. Insulating hot water and drainpipes under accessible lavatories and sinks.
 - n. Repositioning the toilet roll holder to be located on the side wall below the grab bar within 7 – 9 inches of the front edge of the toilet seat and at a height of 19 inches from the floor to the centerline of the dispenser.

EXHIBIT - C

- o. Repositioning the mirrors in the restroom to be located so the bottom edge of the reflective surface is at 40 inches maximum above the finish floor. Installing a full length restroom mirror or hanging the existing mirror tilted down at the top may meet this requirement.



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7B

Meeting Date: 11/3/2014

Department

Building

Staff Contact

Wayne Wirick, Development Services Director/Building Official

Agenda Item Title

Discussion, Consideration and Possible Action to Authorize the Sonoma Valley Historical Society to File a Use Permit Application and if Approved, to Sublet a Portion of the Marcy House for Commercial Administrative Office Purposes

Summary

On October 27, 2014, a request was received from the Sonoma Valley Historical Society (Society) (see Exhibit A) to file a Use Permit application for the commercial administrative office use of a portion of the City-owned Marcy House located at 205 First Street West. The current Use Permit for the building allows non-commercial administrative office activities.

Society representatives have indicated that if the Marcy House lease agreement between the City and the Society is approved and executed, they would like to sublet a portion of the building (the front room) to George McKale to conduct his consulting services business. Pursuant to the lease agreement, the subletting of any portion of the building requires express written permission by the City Council.

Additionally, since the City is the owner of the Marcy House, the City Council must authorize the filing of a Use Permit application and the Use Permit must be approved by the Planning Commission for the commercial administrative office use.

Pursuant to the lease agreement, the Society would be required to complete the accessibility improvements described in the lease prior to using the building for commercial administrative office purposes.

Also pursuant to the lease agreement, all rents collected by subletting the building would be collected and retained by the Society for the exclusive purpose of maintaining, repairing and improving the premises.

Recommended Council Action

1. Authorize the Sonoma Valley Historical Society to file a Use Permit application for the commercial administrative office use.
2. If said Use Permit is approved by the Planning Commission, authorize the City Manager to provide express written permission to allow the Society's subletting of a portion of the premises for commercial administrative office use.

Alternative Actions

- a) Add conditions to the permission to use the premises for commercial administrative office use.
- b) Do not approve the use of a portion of the premises for commercial administrative office purposes.

Financial Impact

This item will result in no known negative financial impacts to the City. If the authorization and approval is granted to use the premises for commercial administrative office use, it would likely provide a needed source of income to the Sonoma Valley Historical Society for the purpose of maintaining and improving the City-owned premises.

Environmental Review

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

Status

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

Attachments:

Exhibit A – Letter from Historical Society requesting authorization to file a Use Permit Application

Alignment with Council Goals:

None

cc: Patricia Cullinan – Sonoma Valley Historical Society



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

City of Sonoma
1 Sonoma Plaza
Sonoma CA 95476

RE: Marcy House Lease negotiations

October 17, 2014

Dear Council Members,

The Sonoma Valley Historical Society at the request of Wayne Wirick, your representative in the negotiations between the City of Sonoma and the Society, is formally requesting that the Sonoma City Council direct staff to authorize the filing of a use permit application for the commercial office use of a portion of the building for the Marcy House as part of the proposed lease agreement between the City of Sonoma and the Society.

Sincerely,

Patricia Cullinan for Carol Page

Carol Page
President
Sonoma Valley Historical Society



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7C

Meeting Date: 11-3-2014

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, Consideration and Possible Action to Grant a Conditional Extension of the Refuse Contract to Sonoma Garbage Collectors.

Summary

Sonoma Garbage Collectors, Inc [SCG] has requested a ten-year extension to its current agreement with the City. The Refuse Contract dated October 19, 1994 has been extended on four prior Council actions during its term and is currently set to expire on May 31, 2017. Sonoma Garbage has submitted a request for an extension period of ten years through May 31, 2027. The request is based on the presentation made to staff and Councilmember Barbose to implement a proposed local composting program. The conceptual pilot program involves construction and operation of a composting system designed to process all of the City's source separated organic, compostable waste stream. The ultimate success of this program would, at a minimum, create benefits in the areas of:

- Reduction in greenhouse gas emissions by eliminating outhaul of compostable materials
- Generating local compost materials to be sold locally
- Expansion and support of a local business enterprise

The ten year extension to the refuse franchise agreement is being recommended as a conditional extension which would only become effective if the recycling processing facility for the City's recyclables is operational in three years. If the facility is not established in this timeframe, the extension would not be effective and the City would then have the option to renegotiate with SGC to extend the current termination date (May 31, 2017). The granting of this conditional extension will allow SGC to (1) pursue securing a location for the facility, (2) begin the permitting process, and (3) have the security of ongoing financial resources necessary to make commitments to construct the facility. In return, Sonoma Garbage Collectors is offering to add a new residential service of bulky item pick up by appointment.

Recommended Council Action

Council discretion.

Should Council approve the franchise extension, staff and the City Attorney will prepare a resolution and franchise extension agreement for action at the next regular Council meeting.

Alternative Actions

Request additional information.

Financial Impact

No direct financial impact.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Sonoma Garbage Collectors letter requesting extension of contract

Alignment with Council Goals:

The implementation and outcomes of establishing a local composting program aligns directly with the Council Goal on POLICY and LEADERSHIP (*Continue implementation of Climate 2020 Plan Principles*).

cc:

Sonoma Garbage Collectors, Inc.
Ken Wells

SONOMA GARBAGE COLLECTORS
P.O. BOX 400
EL VERANO, CA 95433

Carol Giovanatto, City Manager
City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

Re: Request Consideration of Franchise Extension for Compost Program

The Sonoma Garbage Collectors is respectfully requesting consideration by the City of Sonoma of an extension of the garbage collection franchise for ten (10) years to enable SGC to invest in the construction and operation of a composting system designed to process all of the City of Sonoma's source separated organic, compostable wastes.

In order to provide assurance to the City that the franchise extension will actually result in a composting program, it is acceptable to Sonoma Garbage Collectors for the City to approve the extension on the condition that a composting program for the City is operational by May 31, 2017. If the composting program is not operating at that time, the conditional franchise extension would be voided.

Respectfully,



Ken Wells for
Sonoma Garbage Collectors



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7D

Meeting Date: 11/3/2014

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, consideration, and possible action regarding a request from Mr. Don Bandur to install an exercise rings station along the bike path, Requested by Mayor Rouse.

Summary

The City at one time had several ParCourse exercise stations, one of which was a rings exercise station located on the bicycle path, just south of the Field of Dreams. For many reasons, ParCourse exercise stations/courses across the nation have lost their appeal over the past couple decades, and most such ParCourses have disappeared.

When the City's exercise stations fell into disrepair and presented a liability risk to the City, they were removed. One of the last exercise stations to go was the rings station in 2012, which had wood supports that had significant rot. On several recent occasions, Mr. Don Bandur, has made requests to Council that the rings station be replaced. The actual ring equipment has been long since disposed.

Staff has concern that swinging rings could potentially cause head injuries. The U.S. Consumer Products Safety Commission's Public Playground Safety Handbook has listed exercise rings on their "not recommended" list. Other than Mr. Bandur, staff has not received other requests to replace any of the old exercise stations.

Recommended Council Action

Discuss and provide direction to staff.

Alternative Actions

Council discretion.

Financial Impact

The cost to install a new exercise rings station would be approximately \$3,000. This includes the equipment, manufactured to playground standards at \$1,400, the cost of site preparation to ADA standards at \$800, and the cost of City staff labor at approximately \$800. This funding is not budgeted in the FY14/15 General Fund budget and not programmed in the Capital work plan.

Environmental Review

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

Status

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

Attachments:

None.

Alignment with Council Goals:

Not aligned with any Council Goals.

cc:



CITY OF SONOMA
 City Council
 Agenda Item Summary

Agenda Item:	9
Meeting Date:	11/03/2014

Department Administration	Staff Contact Gay Johann, Assistant City Manager/City Clerk
-------------------------------------	---

Agenda Item Title

Councilmembers' Reports on Committee Activities.

Summary

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

MAYOR ROUSE	MPT COOK	CLM. BARBOSE	CLM. BROWN	CLM. GALLIAN
ABAG Alternate	AB939 Local Task Force	Cittaslow Sonoma Valley Advisory Council, Alt.	Oversight Board to the Dissolved CDA	ABAG Delegate
City Audit Committee	City Facilities Committee	North Bay Watershed Association	Sonoma County Health Action	Cittaslow Sonoma Valley Advisory Council
City Facilities Committee	LOCC North Bay Division Liaison	Sonoma Clean Power	S. V. Citizens Advisory Commission	City Audit Committee
Sonoma County Mayors & Clm. Assoc. BOD	Oversight Board to the Dissolved CDA, Alt.	Sonoma County Transportation Authority & Regional Climate Protection Authority, Alternate	S.V. Economic Development Steering Committee	LOCC North Bay Division Liaison, Alternate
Sonoma County M & C Assoc. Legislative Committee, Alt.	Sonoma Clean Power Alt.	Sonoma County Waste Management Agency	S. V. Library Advisory Committee, Alternate	Sonoma County Transportation Authority & Regional Climate Protection Authority
Sonoma Disaster Council	Sonoma County Mayors & Clm. Assoc. BOD	VOM Water District Ad Hoc Committee, Alternate	Substance Abuse Prevention Coalition	LOCC North Bay Division, LOCC E-Board (M & C Appointment)
Sonoma Housing Corporation	Sonoma County M & C Assoc. Legislative Committee	Water Advisory Committee, Alternate	Mobilehome Park Rent Control Ad Hoc Committee (1/8/14)	Sonoma County Ag Preservation and Open Space Advisory Committee (M & C Appointment)
Sonoma Valley Citizens Advisory Comm. Alt.	Sonoma Disaster Council, Alternate			VOM Water District Ad Hoc Committee
S.V.C. Sanitation District BOD	Sonoma Housing Corporation			Water Advisory Committee
S.V. Fire & Rescue Authority Oversight Committee	S.V.C. Sanitation District BOD, Alt.			Mobilehome Park Rent Control Ad Hoc Committee (1/8/14)
	S.V. Economic Development Steering Committee, Alt.			
	S. V. Library Advisory Committee			
	S.V. Fire & Rescue Authority Oversight Committee			

Recommended Council Action – Receive Reports

Attachments: None