

**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



Wednesday January 20, 2016

6:00 p.m.

AGENDA

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

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, Agrimonti, Edwards, Hundley, Gallian)

1. COMMENTS FROM THE PUBLIC

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

2. MEETING DEDICATIONS

3. PRESENTATIONS

Item 3A: Recognition of Tom Anderson's service on the Design Review and Historic Preservation Commission

Item 3B: Human Trafficking Awareness and Prevention Month Proclamation

Item 3C: National Mentoring Month Proclamation

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

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

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

Item 4B: Approval of the Minutes of the December 21, 2015 City Council Meeting.
Staff Recommendation: Approve the minutes.

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

Item 4C: Approval and ratification of the appointment of Amy Sandoval as the alternate commissioner for the Community Services and Environment Commission for a two-year term.

Staff Recommendation: Approve and ratify the appointment.

Item 4D: Approval and ratification of the appointment of Richard Pollack to the Community Services and Environment Commission for a two-year term.

Staff Recommendation: Approve and ratify the appointment.

Item 4E: Authorize the City Manager to Execute a Recycled Water Agreement with the Sonoma Valley County Sanitation District to provide Recycled Water to a City Park at Engler Street.

Staff Recommendation: Approve.

Item 4F: Authorize the City Manager to Execute a 10-Year Lease Agreement between the City of Sonoma and the Sonoma Home Winemakers for Tex Juen Park.

Staff Recommendation: Approve.

Item 4G: Approve the Notice of Completion for the Napa Road Rehabilitation Project No. 1310; Federal Project No. STPL – 5114(017) constructed by Argonaut Constructors and Direct the City Clerk to File the Document.

Staff Recommendation: Approve.

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

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

Item 5A: Approval of the Portions of the Minutes of the December 21, 2015 City Council Meeting Pertaining to the Successor Agency.

Staff Recommendation: Approve the minutes.

Item 5B: Adoption of the FY 16-17 Recognized Obligation Payment Schedule [ROPS] for the period July 1, 2016 through June 30, 2017.

Staff Recommendation: Approve.

6. PUBLIC HEARING – None Scheduled

7. REGULAR CALENDAR – CITY COUNCIL

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

Item 7A: Discussion, Consideration and Possible Action to Approve the Sub-Lease of the Field of Dreams for the Sonoma Music Festival/BR Cohn Fall Music Charity Fundraiser. (City Manager)

Staff Recommendation: Approve.

Item 7B: Discussion, Consideration and Possible Action to Prepare Ballot Language on the Use and/or Prohibition of Leaf Blowers for the November 2016 Municipal Election. (City Manager)

Staff Recommendation: Council discretion.

7. REGULAR CALENDAR – CITY COUNCIL, Continued

Item 7C: Discussion of the Progress Report on the 2015-16 City Council Goals. (City Manager)
Staff Recommendation: Receive status report.

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

At this time, members of the public may comment on any item not appearing on the agenda

12. ADJOURNMENT

I do hereby certify that a copy of the foregoing agenda was posted on the City Hall bulletin board on January 14, 2016. 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: 01/20/2016

Department Administration	Staff Contact Gay Johann, Assistant City Manager/City Clerk
Agenda Item Title Recognition of Tom Anderson's service on the Design Review and Historic Preservation Commission	
Summary The City Council desires to publicly recognize the volunteers who so selflessly serve on the various City commissions. Tom Anderson recently completed six years of service on the Design Review and Historic Preservation Commission. Prior to that he served nine years on the Planning Commission (one year as Alternate and eight years as a regular member).	
Recommended Council Action Mayor Gallian to present a certificate of appreciation to Mr. Anderson.	
Alternative Actions N/A	
Financial Impact N/A	
Environmental Review <input type="checkbox"/> Environmental Impact Report <input type="checkbox"/> Negative Declaration <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Not Applicable	Status <input type="checkbox"/> Approved/Certified <input type="checkbox"/> No Action Required <input type="checkbox"/> Action Requested
Attachments: Certificate of Appreciation	
cc: Tom Anderson via email	

CITY OF SONOMA
Certificate of Appreciation

PRESENTED TO

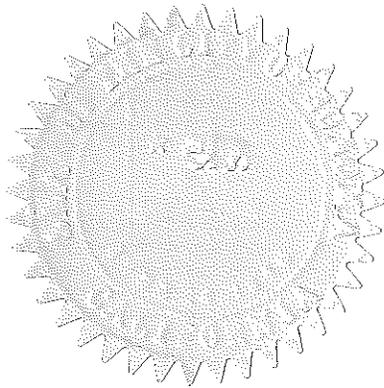
Tom Anderson

FOR SERVICE ON THE

DESIGN REVIEW & HISTORIC PRESERVATION COMMISSION

2009 - 2015

PRESENTED THIS 20th DAY OF JANUARY 2016





Laurie Gallian, Mayor



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3B

Meeting Date: 01/20/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

Human Trafficking Awareness and Prevention Month Proclamation.

Summary

Katherine Hargitt of the Sonoma County Human Trafficking Task Force requested a proclamation declaring January 2016 as Human Trafficking Awareness and Prevention Month in the City of Sonoma.

In keeping with City practice, Ms. Hargitt has been asked to limit the total length her follow up comments and announcements to not more than 10 minutes.

Recommended Council Action

Mayor Gallian to present the proclamation

Alternative Actions

Council discretion

Financial Impact

n/a

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

1. Proclamation

cc: Katherine Hargitt via email

City of Sonoma



Proclamation

HUMAN TRAFFICKING AWARENESS & PREVENTION MONTH

WHEREAS, human trafficking is the general term to describe forced labor, debt bondage, slavery, involuntary servitude and imprisonment, and child labor, and child commercial sexual exploitation (i.e., child prostitution, child pornography, child trafficking for sexual purposes, and certain forms of child marriage). It is a problem hidden in plain sight that is discovered in every jurisdiction in which it is sought; and

WHEREAS, the Sonoma City Council and the people of Sonoma are committed to protecting individual freedom, eliminating human trafficking, and actively oppose all individuals, groups, organizations and governments and their entities who support, advance, or commit acts of human trafficking; and

WHEREAS, to combat human trafficking within Sonoma County, the United States and throughout the world, people and governments must be aware of human trafficking and must confront this contemporary manifestation of slavery; and

WHEREAS, victims/survivors of human trafficking need support in order to escape and recover from the physical, mental, emotional, and spiritual trauma associated with their victimization; and

WHEREAS, although laws to prosecute perpetrators of human trafficking and to assist and protect victims of human trafficking have been enacted, awareness of the issues surrounding human trafficking by those most likely to come in contact with victims is essential to effective enforcement because the techniques that traffickers use for enslaving their victims severely limit self-reporting; and

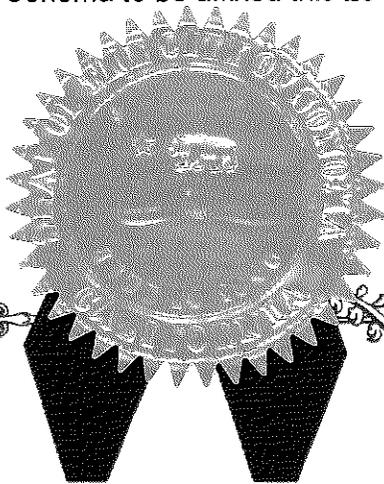
WHEREAS, individuals, public agencies, private organizations and businesses in Sonoma should join together and work to abolish human trafficking through education, identification, and collaboration.

NOW, THEREFORE, BE IT RESOLVED THAT I, Laurie Gallian, Mayor of the City of Sonoma, in joining in the national observance of January 20, 2016 as Human Trafficking Awareness day, do hereby proclaim the month of January 2016 as

HUMAN TRAFFICKING AWARENESS & PREVENTION MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Sonoma to be affixed this 20th day of January 2016.

Laurie Gallian, Mayor





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3C

Meeting Date: 01/20/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

National Mentoring Month Proclamation.

Summary

Lee Morgan Brown of the Sonoma Valley Mentoring Alliance requested a proclamation recognizing January 2016 as National Mentoring Month and the 20th anniversary of the Sonoma Valley Mentoring Alliance.

In keeping with City practice, Ms. Brown has been asked to limit the total length her follow up comments and announcements to not more than 10 minutes.

Recommended Council Action

Mayor Gallian to present the proclamation

Alternative Actions

Council discretion

Financial Impact

n/a

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

1. Proclamation
2. SV Mentoring Time Line

cc: Lee Morgan Brown via email

City of Sonoma



Proclamation

NATIONAL MENTORING MONTH

WHEREAS, Every day in Sonoma Valley, men and women of many different backgrounds work to "Stand By our Youth" who are at risk for social or emotional support. By sharing their time and experiences, mentors help instill care and solid values that allow our youth to flourish and achieve their dreams; and

WHEREAS, The mission of the Sonoma Valley Mentoring Alliance is to provide academic, social and emotional support to help youth reach their highest potential by matching them one on one with caring adult role models from the local community. Together they build a trusting, caring relationship in a safe, supportive environment; and

WHEREAS, Mentors and their mentees participate in a variety of extra-curricular activities that are provided by the program, including field trips, social events, enrichment classes, and family get-togethers; and

WHEREAS, The Sonoma Valley Mentoring Alliance is in the forefront of the Mentor Movement having received State and County awards recognizing the positive contribution that mentors are making in the lives of so many children; and

WHEREAS, In 2008 they received the prestigious Jefferson Award for Sonoma County in recognition of "Excellence in Community Leadership & Civic Engagement"; and

WHEREAS, their Founder, Kathy Witkowicki received the 2015 Northbay Leadership Award for her expertise in Building Communities. Kathy's motto was: "We're All in this Together!"; and

WHEREAS, Through mentoring, Sonoma is a perfect example of a collaborative community that is raising its children.

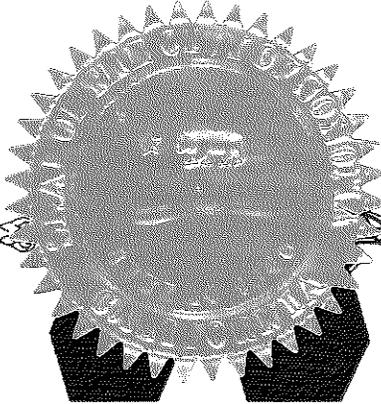
NOW THEREFORE, I, Laurie Gallian, Mayor of the City of Sonoma, hereby proclaim the month of January 2016 as

NATIONAL MENTORING MONTH

In the City of Sonoma and call upon our citizens to honor the individuals who have chosen to become mentors of our youth. I do also commend and congratulate Sonoma Valley Mentoring Alliance upon their 20th anniversary of making the future brighter for our youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sonoma to be affixed this 20th day of January 2016.

Laurie Gallian, Mayor





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 01/20/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the Minutes of the December 21, 2015 City Council Meeting.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Minutes

Alignment with Council Goals: N/A

cc: N/A

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

Community Meeting Room, 177 First Street West, Sonoma CA



**Monday, December 21, 2015
5:15 p.m. Closed Session (Special Meeting)
6:00 p.m. Regular Meeting**

MINUTES

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

5:15 P.M. – SPECIAL MEETING - CLOSED SESSION

Mayor Gallian called the meeting to order at 5:15 p.m. No one from the public was present to provide public testimony on the closed session items. The Council recessed into closed session with all members present. City Manager Giovanatto, City Attorney Walter and Planning Director Goodison were also present.

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 of the Cal. Gov't Code. Number of potential cases: One.

6:00 P.M. – REGULAR MEETING

Mayor Gallian called the meeting to order at 6:00 p.m. Lin Marie deVincent led the Pledge of Allegiance.

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

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann, City Attorney Walter, and Planning Director Goodison

REPORT ON CLOSED SESSION. Mayor Gallian announced that direction had been given to staff.

1. COMMENTS FROM THE PUBLIC

Ken Brown expressed his appreciation for the Sonoma community.

Ann Wray and Frank Windes of the Spiritual Action Group of Sonoma United Methodist Church, Mario Castillo of the Family Resource Center, and Michelle Richey spoke about the plight of the homeless and the need for affordable housing. Fred Allebach also spoke about the need for affordable housing and suggested the City increase the density bonus, change the inclusionary provisions and raise impact fees.

Lin Marie deVincent and Gary Hermes thanked the City Council and staff for the progress that had been made this last year on the Mobilehome Park Rent Control ordinance.

2. MEETING DEDICATIONS - None

3. PRESENTATIONS – None Scheduled

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

- Item 4A: Waive Further reading and Authorize Introduction and/or Adoption of Ordinances by Title Only.**
- Item 4B: Approval of the Minutes of the December 7, 2015 City Council Meeting.**
- Item 4C: Adoption of ordinance amending Title 18 of the Sonoma Municipal Code (Sign Regulations).**

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

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

- Item 5A: Approval of the Portions of the Minutes of the December 7, 2015 City Council Meeting Pertaining to the Successor Agency.**

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

6. PUBLIC HEARING – None Scheduled

7. REGULAR CALENDAR – CITY COUNCIL

- Item 7A: Discussion, consideration and possible action selecting the 2016 City of Sonoma Alcalde.**

City Manager Giovanatto provided background information on the Alcalde selection process. Mayor Gallian announced that her nominee was Patrick Garcia and stated that he met and exceeded all the stated criteria for the position. Mr. Garcia thanked her for the nomination and stated that he would represent the City with his whole heart. It was moved by Clm. Cook, seconded by Clm. Hundley, to ratify the nomination. The motion carried unanimously.

- Item 7B: Discussion, consideration and possible direction to staff concerning options for the use of the Maysonnave Cottage.**

Planning Director Goodison provided the history of the cottage and reported on the prior actions the City had taken towards its preservation. He provided information on the following options: 1) Conversion to Storage Use, \$414,000; 2) Demolition/Use for Park Activities, \$65,000; 3) Long-

Term Lease as Vacation Rental with new partner, \$20,000; and 4) Subdivision of the site, \$85,000. He stated that the League for Historic Preservation and the Sonoma Historical Society had expressed interest in use of the cottage for storage purposes but neither group had the funds to bring it up to a useable condition.

Mayor Gallian invited comments from the public. Joe Costello, speaking on behalf of North of the Mission Neighborhood Association, stated that they supported preservation of the cottage and option four.

Pat Pulvirenti expressed disappointment in the City's mismanagement of the Bond and Maysonnave properties, stating that they had been neglected. She suggested the cottage be converted to an affordable housing unit.

Robert Demler, League for Historic Preservation, stated their desire that the cottage be preserved as it was an important piece of the original homestead. Because no one had the money to develop it, he suggested the Council put it in a holding pattern for now. Speaking personally, Mr. Demler added he did not want to see the property developed as a dog park because of the events held next door at the League facility.

Will Honeybourne, Historical Society, stated that forty-two homes had been demolished in the last ten years and asked what the City was doing to preserve its heritage. He stated the Society could use the cottage for additional archival storage.

Jack Wagner stated his support for conversion to a housing unit.

Kelso Barnett stated that the Design Review Commission had denied the previous application for demolition of the cottage.

Clm. Cook stated his respect for the public comments; however, because of the dilapidated condition of the cottage he supported its demolition and conversion of the site to a park setting.

Clm. Hundley stated her desire to explore any and all alternatives prior to discussion of demolition. Mayor Gallian agreed.

Clm. Edwards and Clm. Agrimonti agreed with Clm. Cook. It was moved by Clm. Cook, seconded by Clm. Agrimonti, to go with option two (Demolition and use for park activities). The motion carried three to two with Clm. Hundley and Mayor Gallian dissenting.

RECESS: The meeting recessed from 7:30 to 7:35 p.m.

Item 7C: Discussion, consideration, and possible action on a draft resolution that: 1) makes findings of exemption from CEQA pursuant to CEQA Guidelines Sec. 15061(b)(3); and 2) confirms the existing Development Code prohibition on medical marijuana dispensaries and related activities.

Planning Director Goodison reported that in October 2015 Governor Brown signed into law the Medical Marijuana Regulation and Safety Act ("MMRSA") establishing comprehensive State-level regulations on medical marijuana. Currently, the City Development Code prohibited medical marijuana dispensaries and related activities such as delivery services and cultivation. Following the adoption of the State legislation, staff received a number of inquiries as to whether the new law over-rode the City's land use authority with respect to medical marijuana. He stated

that MMRSA did not trump local land use authority provided that the City took steps to re-affirm that authority. The City Attorney determined that to protect its local land use authority and preserve its options going forward, the City Council would be best served by adopting a resolution re-affirming the existing prohibitions. Otherwise, the City Council’s ability to either prohibit or regulate certain medical marijuana-related activities in the future could be compromised.

Mayor Gallian invited comments from the public. Making light of the topic, Fred Allebach asked what impact the resolution would have on his “joint” checking account.

Justin Bovie, Tawnie Logan, Shaun Ramsey, and Jack Wagner spoke on the matter and encouraged the Council to reconsider the City’s prohibition of the cultivation and distribution of medical marijuana.

Councilmembers Hundley and Edwards and Mayor Gallian expressed an interest in having a future discussion regarding cultivation and distribution of medical marijuana. It was moved by Clm. Agrimonti, seconded by Clm. Edwards, to adopt Resolution Number 47 – 2015 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA REAFFIRMING AND CONFIRMING THAT THE CITY’S ZONING CODE OPERATES UNDER PRINCIPLES OF PERMISSIVE ZONING, WHICH MEANS THAT MEDICAL MARIJUANA DISPENSARIES AND RELATED ACTIVITIES ARE NOT ALLOWED WITHIN THE CITY. The motion carried unanimously.

Item 7D: Discussion, Consideration and possible action regarding the annual assignment of Councilmembers to various Boards and Committees.

The public comment period was opened and closed with none received. By unanimous consensus, the Council approved the following assignments for 2016.

Board/Committee/Commission	2016 Representative
Association of Bay Area Governments (ABAG), General Assembly Annual April meeting in S F	Gary Edwards David Cook, Alternate
Cittaslow Sonoma Valley Advisory Council	Gary Edwards Rachel Hundley, Alternate
City Audit Committee Meets as needed	Laurie Gallian David Cook
City Facilities Committee Meets on an as needed basis	Gary Edwards David Cook
League of California Cities N.B. Div. Liaison Quarterly evening meetings, various locations	Madolyn Agrimonti Rachel Hundley
Marin/Sonoma Mosquito & Vector Control Dist. Meets second Wednesday, 7 p.m. in Cotati	Laurie Gallian, term ends 12/31/18
North Bay Watershed Assn. Board of Directors Monthly morning meetings, first Friday of Month, in Novato	Madolyn Agrimonti Public Works Director, Alt.
Oversight Board to the Dissolved Sonoma Community Development Agency (CDA)	David Cook Gary Edwards, Alternate
Sonoma Clean Power Authority	David Cook Rachel Hundley, Alternate

DRAFT MINUTES

Board/Committee/Commission	2016 Representative
Sonoma County Health Action & SV Health Roundtable Monthly meetings, First Friday in Santa Rosa	Gary Edwards
Sonoma County Mayor and Councilmembers Association Board of Directors (Mayor and Mayor Pro Tem)	Laurie Gallian Madolyn Agrimonti
Sonoma County Mayor and Councilmembers Association Legislative Committee – First Friday in Santa Rosa, 9:30 a.m.	Rachel Hundley Gary Edwards, Alternate
Sonoma County Transportation Authority & Regional Climate Protection Authority – Monthly Monday meetings in Santa Rosa	Laurie Gallian Madolyn Agrimonti, Alternate
Sonoma County Waste Management Agency Monthly morning meetings, third Wednesday, Santa Rosa	Madolyn Agrimonti City Manager, Alternate Public Works Dir., 2 nd Alt.
Sonoma Disaster Council (Mayor and Mayor Pro Tem per Muni Code)	Laurie Gallian Madolyn Agrimonti
Sonoma Housing Corporation (Mayor and Mayor Pro Tem) Meets as needed	Laurie Gallian Madolyn Agrimonti
Sonoma Tourism Improvement District Board	City Manager Giovanatto Asst. CM Johann
Sonoma Valley Citizens Advisory Commission Monthly evening meetings, fourth Wed., in Sonoma	Rachel Hundley Gary Edwards, Alternate
Sonoma Valley County Sanitation District Board of Directors (Mayor & Mayor Pro Tem) Meets as needed, Tuesday mornings	Laurie Gallian Madolyn Agrimonti
S.V. Economic Development Steering Committee Monthly morning meetings, first or second Monday	Rachel Hundley David Cook, Alternate
Sonoma Valley Fire & Rescue Authority Oversight Committee (Mayor and Mayor Pro Tem)	Laurie Gallian Madolyn Agrimonti
Sonoma Valley Library Advisory Committee , Meets second Thursday, 4 p.m.	David Cook Rachel Hundley, Alternate
Valley of the Moon Water District / City of Sonoma Ad Hoc Committee Meets as needed	Laurie Gallian Madolyn Agrimonti, Alt.
Water Advisory Committee Quarterly morning meetings, first Monday, in Santa Rosa	Laurie Gallian Madolyn Agrimonti, Alt.

Item 7E: Discussion, consideration and possible action adopting a resolution of the City Council and the City Council as Successor Agency establishing the regular meeting dates for the 2016 calendar year and the month of January 2017.

The public comment period was opened and closed with none received. It was moved by Clm. Agrimonti, seconded by Clm. Hundley, to adopt Resolution Number 46 – 2015 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA AND THE CITY COUNCIL AS SUCCESSOR AGENCY ESTABLISHING THE REGULAR MEETING DATES OF THE CITY COUNCIL FOR THE 2016 CALENDAR YEAR. The motion carried four to one, Clm.

Cook dissented due to his disagreement with cancellation of the first meeting in August for a summer recess.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

9. COUNCILMEMBERS’ REPORTS AND COMMENTS

Councilmembers and Mayor Gallian wished all very Happy Holidays. Clm. Edwards reported that the community had stepped up in a big way to save Mrs. Castillo’s home. Mayor Gallian reported on the SCTA/RCPA and the Mosquito District meetings.

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

City Manager Giovanatto reported vacancies on the Traffic Safety and Design Review Commission and that the next meeting of Council would be on January 20.

11. COMMENTS FROM THE PUBLIC - None

12. ADJOURNMENT

Mayor Gallian adjourned the meeting at 8:34 p.m. in honor of the City employees.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a regular meeting of the Sonoma City Council on the day of 2015.

Gay Johann
Assistant City Manager / City Clerk



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4C

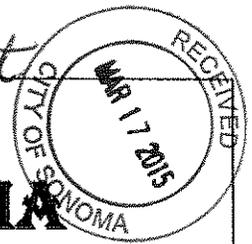
Meeting Date: 01/20/2016

Department Administration	Staff Contact Gay Johann, Assistant City Manager / City Clerk
Agenda Item Title Approval and ratification of the appointment of Amy Sandoval as the alternate commissioner for the Community Services and Environment Commission for a two-year term.	
Summary The Community Services and Environment Commission (CSEC) consists of nine members and one alternate who serve at the pleasure of the City Council. Of the nine members, one is designated as a representative of the youth in the community. Five of the members and the alternate must be City residents. Commissioners may serve for a total of eight years (Two-year term, Four-year term, Two-year term). Mayor Gallian and Councilmember Edwards interviewed applicants December 21, 2015 and Mayor Gallian has nominated Amy Sandoval for appointment as the alternate on the CSEC for a two-year term ending January 20, 2018.	
Recommended Council Action Approve and ratify the appointment.	
Alternative Actions Council discretion.	
Financial Impact N/A	
Environmental Review <input type="checkbox"/> Environmental Impact Report <input type="checkbox"/> Negative Declaration <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Not Applicable	Status <input type="checkbox"/> Approved/Certified <input type="checkbox"/> No Action Required <input type="checkbox"/> Action Requested
Attachments: 1. Amy Sandoval's application	
cc: Amy Sandoval, via email	



resident

CITY OF SONOMA
COMMISSION APPLICATION



NAME: Amy Harrington Sandoval

ADDRESS: 235 East Napa Street, Sonoma, CA 95476

MAILING ADDRESS: same as above

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

[REDACTED]

[REDACTED]

COMMISSION OF INTEREST: Planning

HAVE YOU EVER ATTENDED A MEETING OF THIS COMMISSION? Yes HOW MANY? 10

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

Environment

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA? 5

PRESENT OCCUPATION: Attorney

EDUCATION

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
UC Davis	Political Science	BA, 1998
UC Hastings	Law School	JD, 2005

COMMUNITY SERVICE EXPERIENCE

ORGANIZATION	DATES SERVED	POSITION
CA NURSING HOME REFORM	ongoing	provide legal services
AIDS LEGAL REFERRAL	ongoing	speaker- elder law topics
SF BAR ASSOC.	ongoing	speaker- elder law topics

(Use additional paper if necessary)

OTHER RELEVANT EXPERIENCE OR EXPERTISE: mother, homeowner, business owner.

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

Development of the General Plan & Development Code. Review EIRs, subdivision and parcel maps, use permits & variance applications.

WHICH ACTIVITIES OF THIS COMMISSION INTEREST YOU THE MOST? Citizen participation

and ensuring sustainable development.

WHICH ACTIVITIES INTEREST YOU THE LEAST? none.

WHAT WOULD BE YOUR GOAL AS A COMMISSIONER? Ensure a balanced approach to

growth by taking neighborhood and business interests into consideration. Solicit input from the community.

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

I am a fluent Spanish speaker. I am a practicing attorney and read code and law regularly in my work. I have served on non-profit boards in the past and can work collaboratively.

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Mark Couchman [REDACTED], Kerry Scharf [REDACTED]

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

ARE YOU A QUALIFIED ELECTOR OF THE CITY OF SONOMA?

YES

NO

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

[Signature]
Applicant Signature

3/17/15
Date

All submitted applications are available for public inspection.

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



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: 01/20/2016

Department Administration	Staff Contact Gay Johann, Assistant City Manager / City Clerk
Agenda Item Title Approval and ratification of the appointment of Richard Pollack to the Community Services and Environment Commission for a two-year term.	
Summary The Community Services and Environment Commission (CSEC) consists of nine members and one alternate who serve at the pleasure of the City Council. Of the nine members, one is designated as a representative of the youth in the community. Five of the members and the alternate must be City residents. Commissioners may serve for a total of eight years (Two-year term, Four-year term, Two-year term). Mayor Gallian and Councilmember Edwards interviewed applicants December 21, 2015 and Mayor Gallian has nominated Richard Pollack for appointment to the CSEC for a two-year term ending January 20, 2018.	
Recommended Council Action Approve and ratify the appointment.	
Alternative Actions Council discretion.	
Financial Impact N/A	
Environmental Review <input type="checkbox"/> Environmental Impact Report <input type="checkbox"/> Negative Declaration <input type="checkbox"/> Exempt <input checked="" type="checkbox"/> Not Applicable	Status <input type="checkbox"/> Approved/Certified <input type="checkbox"/> No Action Required <input type="checkbox"/> Action Requested
Attachments: 1. Richard Pollack's application	
cc: Richard Pollack, via email	

Out-of-City



CITY OF SONOMA

COMMISSION APPLICATION

NAME: Richard N. Pollack, FAIA

ADDRESS: 880 Princeton Drive, Sonoma, CA 95476

MAILING ADDRESS: same as above

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

[REDACTED]

COMMISSION OF INTEREST: Community Services and Enviromental Commission

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

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

I would be interested in other efforts related to my expertise and at the discretion of City officials.

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA? 3 yrs full time, additional 8 yrs part time

PRESENT OCCUPATION: Architect

EDUCATION

SCHOOL	MAJOR	GRADUATION DATE & DEGREE
Pratt Institute	Architecture	May 1973; Bachelor of Architecture

COMMUNITY SERVICE EXPERIENCE

ORGANIZATION	DATES SERVED	POSITION
Tamalpais Design Review Board Mill Valley, CA	1994-1997	Board Member
Sonoma Valley Mentoring Alliance 3 boys at Hanna Boys Center	Jan 2015-current	Mentor
Sonoma Bicycle Coalition	2014-2015	Board Member
After School All Stars	2010-2012	Client Advisory Board Member

(Use additional paper if necessary)

OTHER RELEVANT EXPERIENCE OR EXPERTISE:

See attached overview of my credentials qualifications. Rather than create a new credential submission I have included a recent submission used for an award I'm receiving in November from CoreNet Global, a world-wide real estate organization.

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

The Community Services and Environment Commission advises the City Council on matters related to the preservation and enhancement of parks, recreational facilities, open space and the natural environment and reviews major Plaza Use applications. I would be one of 9 members meeting at 6:30pm on 2nd Wed of ea month.

WHICH ACTIVITIES OF THIS COMMISSION INTEREST YOU THE MOST?

All components of the CSEC's charter are in sync with my architectural education and experience and will therefore be of interest.

WHICH ACTIVITIES INTEREST YOU THE LEAST?

Not applicable.

WHAT WOULD BE YOUR GOAL AS A COMMISSIONER?

The ongoing efforts to improve City parks and recreational facilities along with open space are critical to the continuation of Sonoma as a great place to live and also to present a special place to visitors. Special event applications are a more specialized component of the CSEC and also essential to the gestalt of the City of Sonoma and can also benefit from my architectural experience.

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

As an architect with over 32 years of professional experience, and having served on the Tamalpais Design Review Board, I understand the dynamics of public environments. It is also important to have knowledgeable professionals when dealing with public space so as to provide the highest good for all concerned.

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS

Dr. Nancy Dome: [REDACTED] Sonoma Teen Services Board Member
Tina Baldry: [REDACTED] Program Dir., Sonoma Mentoring Alliance
Eric Gullotta: [REDACTED] Gullotta Law Group & Sonoma Stompers owner

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

ARE YOU A QUALIFIED ELECTOR OF THE CITY OF SONOMA?

YES

NO

The regular member position is open to non-City, Sonoma Valley residents

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

Applicant Signature

29 September 2015
Date

All submitted applications are available for public inspection.

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



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4E

Meeting Date: 01/20/2016

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director / City Engineer

Agenda Item Title

Authorize the City Manager to Execute a Recycled Water Agreement with the Sonoma Valley County Sanitation District to provide Recycled Water to a City Park at Engler Street

Summary

The Sonoma Valley County Sanitation District (SVCSO) is proposing to construct a recycled water pipeline to Sonoma Valley High, Adele Middle and Prestwood Elementary Schools. The recycled water will help irrigate the playing fields at each school, offsetting potable water used for irrigation and providing high-quality, cost-effective, and sustainable drought-proof water. The recycled water in this pipeline may also be used to offset irrigation at the City's Engler Street Park. There will also be an opportunity for some agricultural users along the pipeline route to connect to the system, offsetting current groundwater pumping. The pipeline construction is expected to start in the summer of 2016.

In order for the City to utilize recycled water in Engler Street Park, a Recycled Water Agreement is needed to establish the parameters by which recycled water is supplied, purchased, and utilized. Recycled water use at the school district and Engler Street Park will offset the City's supply demand and help the City meet SB x7-7 water conservation mandates. Staff estimates that approximately 6 acre-feet of recycled irrigation water will be used annually at Engler Street Park, a 1.1 acre park.

Recommended Council Action

Authorize the City Manager to Execute a Recycled Water Agreement with the Sonoma Valley County Sanitation District to provide Recycled Water to a City Park at Engler Street.

Alternative Actions

Council discretion.

Financial Impact

The FY15/16 CIP budget has included \$50,000 applied to the construction of a recycled water "turnout" to Engler Street Park. The full turnout cost will be offset by the proportion of grants applied to the entire recycled pipeline project. The cost of metered recycled water is expected to be roughly half the cost of City water, and will thus save irrigation water cost and offset the City supply demand.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Draft Recycled Water Agreement

Alignment with Council Goals:

Supports the Council's Water Goal to increase capacity through new sources.

cc:

Recording Requested By
Sonoma County Water Agency
Per California Government Code sec. 27383,
there shall be no fee for recording.

When recorded return conformed copy to:
Executive Secretary
Sonoma County Water Agency
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

**Recycled Water Use Agreement between Sonoma Valley County Sanitation District
and the City of Sonoma**

This Agreement is between Sonoma Valley County Sanitation District (hereinafter “District”), and the City of Sonoma, (hereinafter “Recycled Water User”). The District is operated by the Sonoma County Water Agency (“Water Agency”) pursuant to Contract.

RECITALS

- A. Recycled Water User owns approximately 1.09 acres of real property identified as Assessor’s Parcel No(s). 128-62-0057 and 128-63-0048, located at 440 Engler Street, Sonoma, CA 95476; (hereinafter “Lands”), as shown on Attachment A. Attachment A is herein incorporated by reference. Approximately 1.09 acres will be irrigated with recycled water. Lands are used for landscape irrigation purposes.
- B. District owns and operates certain wastewater treatment and disposal facilities (hereinafter referred to as “Facilities”) known as the Sonoma Valley County Sanitation District’s Treatment Plant, which generates tertiary-treated recycled water.
- C. Recycled water produced by the District meets or exceeds the State of California standards for tertiary-treated recycled water.
- D. District is willing to provide, and Recycled Water User is willing to accept, delivery of certain quantities of tertiary-treated recycled water for landscape irrigation on all or portions of the lands subject to the terms and conditions herein.
- E. The General Manager of the Sonoma County Water Agency has been authorized by Board resolution to enter into certain agreements for the District. References to “District” employees are understood to be Sonoma County Water Agency employees acting on behalf of the District.

AGREEMENT

District and Recycled Water User agree as follows:

1. **RECITALS**

A. The above recitals are true and correct.

2. **LIST OF ATTACHMENTS**

A. The following attachments are hereby made an integral part of this Agreement:

1. Attachment A: Location Map
2. Attachment B: Recycled Water Use Requirements

3. **TERM**

A. The term of this Agreement is for a period of five (5) years commencing upon on the date the District provides written notice to Recycled Water User that the 5th Street East Pipeline is constructed and is fully operational.

4. **RECYCLED WATER COMMITTED USE**

A. **Water use:**

1. **Annual Obligation:** Recycled Water User agrees to use and District agrees to deliver, subject to the conditions and limitations specified in this Agreement, 5 acre-feet of recycled water, herein referred to as "Committed Use," each calendar year. It is understood that the actual amount of recycled water use may, subject to conditions and limitations specified in this Agreement, exceed the minimum obligation depending on the District's ability to provide additional recycled water.
2. **Requests for additional water above 5 acre-feet per year:** Requests by either party to have Recycled Water User take additional recycled water during any Season as defined in Paragraph 5 (Recycled Water Delivery) may be made and approved in writing by the Operations Coordinator or designee, and Recycled Water User, subject to the conditions and limitations specified in this Agreement.
3. **Obligation Adjustment:** If, after review of a minimum of three years of water usage, District determines that Recycled Water User's usage is significantly less than the Committed Use, District retains the right to reopen this Agreement in order to adjust the Committed Use to reflect actual usage.

5. **RECYCLED WATER DELIVERY**

A. **Location of water delivery:** During the Summer and Winter Seasons of each year, District will deliver recycled water from District's recycled water pipeline system turnout to Recycled Water User at the location shown on Attachment A. This location will also be the location at which the recycled water is metered.

A. **Delivery period:**

1. Recycled Water User understands that the delivery periods for the recycled water are based on the Seasons as identified in the table below.

Facility	Summer Season	Winter Season
Sonoma Valley County Sanitation District	May 1 to October 31 (Summer Water)	Nov. 1 to April 30 (Winter Water)

- B. Coordination for water delivery: Recycled Water User shall coordinate with District’s Operations and Maintenance Division at (707) 523-1070 for all water delivery not in accordance with the scheduled delivery periods. All requests for additional services by District shall be made a minimum of 72 hours in advance of the requested accommodation. District retains the right to implement a schedule for recycled water delivery among its users. Schedule shall be implemented upon written notification to Recycled Water User.
- C. Limitations precluding delivery of recycled water: Notwithstanding the requirements for District to deliver recycled water as stated in this Agreement, both parties to this Agreement recognize and agree that such delivery of water may at times be precluded for unanticipated reasons or for reasons beyond the control of District. District will not be obligated to provide water when delivery is prevented by Acts of God, reduction in transmission capacity, malfunction of District’s system, temporary imbalance of recycled water in the various storage ponds, changes in operations, discharge or monitoring requirements, a determination by any regulatory agency that recycled water is not suitable for the intended use, a determination that the activity is unlawful, a determination that the activity may violate any operations permits, including but not limited to any National Pollutant Discharge Elimination System Permits and/or permits under state authority issued to the District as these permits currently exist or may be revised in the future (hereinafter “Permits”), or a determination that a constituent of the recycled water is harmful to the plants being irrigated, or any other unanticipated cause or cause outside the control of District.

6. OTHER COOPERATING CUSTOMERS

- A. Recycled Water User recognizes and understands that District is obligated to deliver recycled water to other cooperating recycled water customers. District will endeavor to supply recycled water to Recycled Water User so that the maximum amount can be used by Recycled Water User, and, in the event of shortage for any reason, to be equitable between Recycled Water User and all other cooperating recycled water customers, as reasonably determined by District in supplying recycled water. District intends that delivery of recycled water to the Recycled Water User will have preference, when reasonably possible, over delivery to District-owned land and other curtailable customers. However, District cannot assure uninterrupted supply of recycled water to Recycled Water User.

7. RECYCLED WATER QUALITY

- A. The recycled water delivered to the Recycled Water User by District will be treated to the tertiary level, and will generally be of quality in compliance with the District’s applicable National Pollutant Discharge Elimination System permit and any accompanying Waste Discharge Permits administered by the Regional Water Quality Control Board (hereinafter “RWQCB”). District also maintains compliance with the current State Water Resources Control Board, Division of Drinking Water regulations. District will make available for informational purposes to Recycled Water User such test reports as are periodically required of District by regulatory agencies to characterize the recycled water. The results of

these tests are maintained at the Sonoma County Water Agency Operations Office, 204 Concourse Boulevard, Santa Rosa, California, and may be obtained by Recycled Water User requesting a copy in writing to Sonoma County Water Agency, 404 Aviation Blvd, Santa Rosa, California. No warranty as to suitability of the recycled water for any particular use is given, except that the water may be used for landscaping purposes.

8. RECYCLED WATER APPLICATION RESTRICTIONS

- A. Recycled Water User agrees to irrigate in such a manner that is compatible with good irrigation practices on Recycled Water User's Lands, consistent with best management practices, runoff, ponding, and environmental restrictions specified in Attachment B to this Agreement or otherwise required pursuant to law, regulation or Permits, and not harmful to the landscaping.
- B. Recycled Water User shall not allow the recycled water to be used in violation of any law, regulation, ordinance, or provision of the Permits. Recycled Water User's attention is directed to the regulations contained in the California Code of Regulations, Title 22. Recycled Water User acknowledges that he has read Title 22 and is familiar with its content. Recycled Water User shall comply with the parts of said regulations that are pertinent to Recycled Water User's use of the recycled water. Current excerpts from the State Water Resources Control Board, Division of Drinking Water regulations, which may be applicable to Recycled Water User, and other requirements, are included in Attachment B for Recycled Water User's convenience only and should not be relied upon by Recycled Water User as a statement of current or future law. In addition, Recycled Water User acknowledges receipt of Attachment B attached hereto which contains information regarding restrictions that may be applicable to Recycled Water User's use of recycled water.
- C. Recycled Water User agrees to notify District's Operations and Maintenance Section (707-523-1070) of Title 22 violations or damage to District irrigation facilities within 24 hours of discovery of such violation or damage. Recycled Water User shall be solely responsible for the cost of repair for damage occurring to District equipment as a result of Recycled Water User's activities.
- D. If Recycled Water User does not comply with laws, regulations, ordinances, or Permit provisions governing the use of recycled water, District may immediately curtail recycled water delivery, notify Recycled Water User of such infraction in writing, and, if Recycled Water User does not rectify the infraction within two (2) calendar days after notice, District may immediately terminate this Agreement.
- E. Recycled Water User agrees that recycled water can only be used on lands identified in this agreement and that recycled water cannot be sold to a third party.

9. PERMISSION TO ENTER

- A. Recycled Water User agrees to provide to District a right of access to the Lands for the purpose of operation, equipment maintenance, sampling, meter reading, and observation as needed. Unless there is an emergency, the District shall provide the User with 24-hours' written notice of intent to access the User's property.
- B. Recycled Water User agrees to allow District to install pipelines, meters, and equipment on land controlled by Recycled Water User and intended for recycled water distribution; however, such installation is subject to the prior written consent of User, which shall not be unreasonably withheld. In addition, Recycled Water User hereby grants District, acting through its duly authorized employees, agents, representatives, or contractors, reasonable

access to Recycled Water User's property to do any necessary work associated with installation of equipment required by this Agreement or pursuant to the Permits, meter reading, verification or recycled water use, or any other monitoring of recycled water-related activity on said Lands. When entering Recycled Water User's Lands, District will interfere as little as possible with Recycled Water User's operations and usage of the Lands. Unless there is an emergency, the District shall provide the User with 24-hours' written notice of intent to access the User's property.

10. PAYMENT

A. At the time of execution of this Agreement, the Board of Directors for the District has established a charge (cost per acre-foot) for delivery of recycled water. The current annual charge imposed by the District is \$700 per acre-foot for non-curtable water. For each subsequent year, this amount may be compounded by 5% per year. The maximum charge shall not exceed 90% of the charge imposed by the Water Agency per acre-foot for potable water. The District will prepare an invoice, for recycled water actually used by Recycled Water User pursuant to the terms of this Agreement, at the end of the irrigation season in the year which charges for recycled water are assessed. Within thirty (30) days of receipt of an invoice, Recycled Water User shall pay District the sum of money due, calculated by multiplying the acre-feet of water delivered to Recycled Water User during the previous year by the cost per acre-foot as established by the Board.

11. TAXES

A. Recycled Water User recognizes that this Agreement may create a possessory interest subject to property taxation and that Recycled Water User may be subject to the payment of property taxes levied on such interest (Revenue and Taxation Code Section 107.6). Recycled Water User shall pay, before delinquency, all taxes, assessments, license fees, and other charges (hereinafter referred to as "taxes") that are levied or assessed during the term of this Agreement against Recycled Water User's interest in personal property installed or located in or upon Recycled Water User's premises and any such taxes measured by the value of District's interest in such personal property. Upon the District's demand, Recycled Water User shall furnish District with satisfactory evidence of any such tax payments. If any taxes are levied against District or if, as a consequence of this Agreement, District incurs a tax obligation greater than, or in addition to, that which would be borne by District in the absence of this Agreement, Recycled Water User, upon demand of District, shall immediately reimburse District for the sum of taxes so levied against or borne by District.

12. CHANGES TO AGREEMENT

- A. Changes to the Agreement: Changes to the Agreement may be authorized by written amendments to this Agreement or by separate written agreements signed by the Chair of the District's Board of Directors. The parties expressly recognize that, except to the extent authorized herein, District personnel are without authorization to waive agreement terms.
- B. Verbal authorization: Requests for additional water, as referred to in Paragraph 4 (Recycled Water Committed Use), may be authorized verbally; but such requests shall be memorialized in writing as soon as possible, with a copy to the User.
- C. Written amendments by General Manager: Changes to the Committed Use, or requests for additional water during Irrigation Season, as referred to in Paragraph 4 (Recycled Water

Committed Use), may be authorized by written amendments to this Agreement signed by Recycled Water User and the General Manager of the Sonoma County Water Agency.

- D. Written amendments by Chair of District’s Board of Directors: All other changes to the Agreement may be authorized only by written amendments to this Agreement, or by separate written agreements, signed by the Recycled Water User and Chair of the District’s Board of Directors. The parties expressly recognize that, except to the extent authorized herein, District personnel are without authorization to waive Agreement terms.

13. ASSIGNMENT AND DELEGATION

- A. The right and benefit to receive and the obligation to take recycled water shall be a covenant running with the Lands, and the obligation to provide recycled water shall be that of District. Recycled Water User shall provide District with thirty (30) days advance written notice of any transfer of title or interest of the Facilities or Lands. Upon transfer of title or interest of the Facilities or Lands, all rights, duties, and obligations undertaken by this Agreement shall succeed to the new owner(s), lessees, heirs, executors, or assigns.
- B. Recycled Water User agrees that recycled water will be used only on the Lands. Notwithstanding Paragraph 13. A above, any assignment, delegation, lease, sublet, or transfer of any interest in or duty under this Agreement shall not be of any force or effect without the prior written consent of District.

14. MUTUAL INDEMNIFICATION

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

15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail shall be addressed as follows:

District	Primary Recycled Water User Contact
Operations Coordinator - East	Contact: _____
404 Aviation Boulevard	_____
Santa Rosa, CA 95403-9019	_____
	Phone: _____
	Email: _____
	Secondary Recycled Water User Contact
	Contact: _____

	Phone: _____

Email: _____

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

16. MISCELLANEOUS PROVISIONS

- A. No Waiver of Breach: The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- B. Construction: To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Recycled Water User and District acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Recycled Water User and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- C. Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- D. Captions: The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- E. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- F. Time of Essence: Time is and shall be of the essence of this Agreement and every provision hereof.

17. TERMINATION

- A. Except as expressly set forth in Paragraph 8 Recycled Water Application Restrictions herein, should one party breach any of the terms and conditions in this Agreement, written notice of such breach shall be given to the other party. If the breach is not cured within twenty-one (21) calendar days of the breach, the other party may, in addition to any remedies provided by this Agreement or by law, terminate this Agreement on an additional fifteen (15) calendar day's written notice to the breaching party.

18. RESTRICTIONS ON DISCHARGE INTO WATERS OF THE STATE

A. Recycled Water User understands and acknowledges that District is legally required to dispose of recycled water on Lands during the Season as defined in Paragraph 5 (Recycled Water Delivery) and is not permitted to release it into the Sonoma Creek Watershed or its tributaries. Therefore, District is relying on a good-faith performance of Recycled Water User in accepting and using recycled water. If Recycled Water User, as reasonably determined by District, fails to accept and dispose of the recycled water as agreed herein, Recycled Water User and District agree that District will suffer irreparable harm and will not be adequately compensated by money damages for said harm. The parties to this Agreement agree that District may obtain an injunction compelling specific performance of this Agreement together with such other relief as may be allowed under this Agreement or by law.

19. MEDIATION OF DISPUTES PRIOR TO ARBITRATION

Except as provided in Paragraphs 8 (Recycled Water Application Restrictions), 17 (Termination), and 18 (Restrictions on Discharge into Waters of the State), if a dispute arises out of or relates to this Agreement, or an alleged breach of it, and if the dispute cannot be settled through negotiation, then before resorting to arbitration, the Recycled Water User and District agree first to try in good faith to settle the dispute by mediation. Costs for the mediation shall be borne equally by the parties, except costs for witnesses, preparation materials and evidence incurred by a party for its own benefit. If the parties cannot agree on a mediator or mediation rules to use the parties shall use the construction industry mediation procedures developed by the American Arbitration Association, with the following exceptions or terms in addition to those procedures:

- A. The mediation shall be conducted at Santa Rosa, California.
- B. Unless otherwise agreed in writing by the parties, the mediation shall be concluded no later than ninety (90) days after initiation of the mediation. At the end of the mediation period, any party may elect to initiate arbitration pursuant to Paragraph 20 (Arbitration) of this Agreement.
- C. The parties shall exchange all relevant non-privileged documents fifteen (15) days before the first mediation session.

Any mediation proceeding shall be confidential and shall not be admissible in a subsequent proceeding. If any party commences an arbitration or court action based on a dispute or claim to which this section applies without first attempting to resolve the matter through mediation, then the other party may apply to such arbitrator or judge for an order staying the arbitration or court action pending mediation.

20. ARBITRATION

Except as provided in Paragraphs 8 (Recycled Water Application Restrictions), 17 (Termination), and 18 (Restrictions on Discharge into Waters of the State), any claims, disputes, or controversies arising out of or relating to this Agreement, or breach thereof, if not previously resolved by negotiation or mediation pursuant to Paragraph 19 (Mediation of Disputes prior to Arbitration) of this Agreement, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (except as modified by A and B immediately below) and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, provided, however, that:

- A. All arbitration proceedings shall take place in Santa Rosa, California.
- B. In order to expedite matters and limit costs consistent with the purposes of arbitration, the number of depositions and other discovery shall be appropriate to the amount in dispute and the complexity of the issues, and the arbitrator shall have express authority to limit the number of depositions and other discovery if the parties cannot agree. Written interrogatories will not be permitted. With these exceptions Commercial Arbitration Rules regarding discovery shall apply.

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DRAFT

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

Reviewed as to funds by District:

Division Manager - Administrative Services

Reviewed as to form by County Counsel:

County Counsel

City of Sonoma

By: _____

Carol Giovanatto
(Please print name here)

Title: City Manager

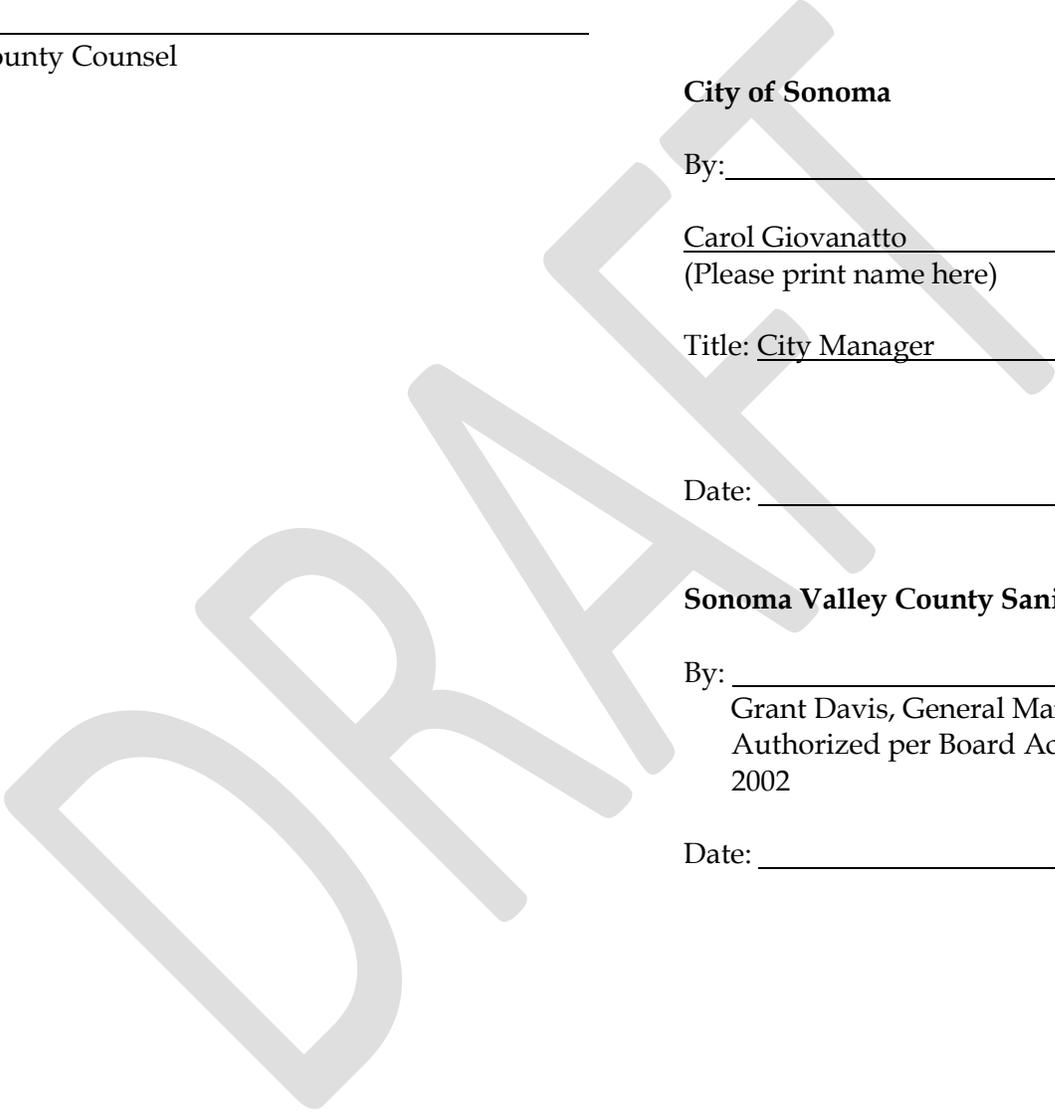
Date: _____

Sonoma Valley County Sanitation District

By: _____

Grant Davis, General Manager
Authorized per Board Action on January 15,
2002

Date: _____



**ATTACHMENT A
LOCATION MAP**



ATTACHMENT B RECYCLED WATER USE REQUIREMENTS

Recycled water produced at the Facilities by District generally meets the requirements for disinfected tertiary recycled water as defined by California Code of Regulations (CCR) Title 22, Division 4, and Chapter 3.

Irrigation with recycled water shall be performed in accordance with CCR Title 22 and the applicable National Pollutant Discharge Elimination System (NPDES) Permit or other operating permit. The treatment, storage, distribution, or reuse of recycled water shall not create a condition of pollution or nuisance as defined in Section 13050(m) of the California Water Code.

Irrigation Area Requirements

Irrigation area requirements specified in CCR Title 22, Section 60310, which pertain to disinfected tertiary recycled water include, but are not limited to the following:

- No irrigation with disinfected tertiary recycled water shall take place within 50 feet of any domestic water supply well.
- Any use of recycled water shall comply with the following: (1) Any irrigation runoff shall be confined to the recycled water use area unless otherwise authorized by the regulatory agency; (2) Spray, mist, or runoff shall not enter a dwelling or a food handling facility; (3) Drinking water fountains and designated outdoor eating areas shall be protected against contact with recycled water spray, mist, or runoff.
- No spray irrigation of any recycled water, other than disinfected tertiary recycled water, shall take place within 100 feet of a residence or a place where public exposure could be similar to that of a park, playground, or school yard.
- All areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches high by 8 inches wide that include the following wording: "RECYCLED WATER - DO NOT DRINK". Each sign shall display an international symbol as found in Water Recycling Criteria, Figure 60310-A
- Except as allowed under Section 7604 of Title 17, no physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying potable water.
- The recycled water system shall not include any hose bibs. Quick couplers that are different from that used on the potable water system may be used.
- Recycled water shall not be applied to irrigation areas during periods when uncontrolled runoff may occur.
- Recycled water shall be applied in such a manner so as not to exceed vegetative demand or field capacity.
- No impoundment of disinfected tertiary recycled water shall occur within 100 feet of any domestic water supply well.
- Areas irrigated with recycled water shall be managed to prevent ponding and conditions conducive to the proliferation of mosquitoes and other disease vectors, and to avoid creation of a public nuisance or health hazard. Irrigation water shall infiltrate completely within a 24-hour period.

Allowable Uses of Recycled Water

Allowable uses of recycled water are specified in CCR Title 22, Section 60303. According to CCR Title 22, disinfected tertiary recycled water can be used for irrigation of the following:

- Food crops where recycled water contacts the edible portion of the crop, including all root crops.
- Orchards where the recycled water does not come into contact with the edible portion of the crop.
- Vineyards where the recycled water does not come into contact with the edible portion of the crop.
- Non-food bearing trees. Christmas tree farms are included in this category provided no irrigation with recycled water occurs for a period of 14 days prior to allowing public access.
- Fodder and fiber crops.
- Seed crops not eaten by humans.
- Food crops that must undergo commercial pathogen-destroying processing before being consumed by humans.
- Cemeteries.
- Freeway landscaping.
- Restricted-access golf courses.
- Ornamental nursery stock and sod farms.
- Pasture for milk animals.
- Irrigation of parks, schools and playgrounds.
- Any inedible vegetation where access is controlled so that the irrigated area cannot be used as if it were part of a park, playground, or school yard.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4F

Meeting Date: 1/20/2016

Department
Public Works

Staff Contact
Dan Takasugi, Public Works Director / City Engineer

Agenda Item Title

Authorize the City Manager to Execute a 10-Year Lease Agreement between the City of Sonoma and the Sonoma Home Winemakers for Tex Juen Park.

Summary

The City has held a lease agreement for an approximate 1 acre parcel, commonly known as Tex Juen Park at 1395 Leveroni Road from March 24, 1997. The lease agreement expired in February 2007. The lease expiration was recently discovered, and should be renewed.

The Sonoma Home Winemakers use the property as a demonstration vineyard to educate the public on grape growing. The club also produces wine (off site) which is often donated to local non-profits for fundraising purposes. The vineyard is dry farmed, using tenant-paid water only for a small frontage flower garden and rose bushes.

The Public Works Director met with Sonoma Home Winemakers representatives on several occasions, to determine the conditions for the new lease agreement. With consultation from the City Attorney, a new 10-year lease agreement was prepared for Council review.

Recommended Council Action

Authorize the City Manager to Execute a 10-Year Lease Agreement between the City of Sonoma and Sonoma Home Winemakers for Tex Juen Park

Alternative Actions

Council discretion.

Financial Impact

The Lease Agreement provides that the Sonoma Home Winemakers maintain the property, which provides City maintenance cost avoidance.

Environmental Review

Status

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

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Lease Agreement with Sonoma Home Winemakers

Alignment with Council Goals:

Not directly aligned with Council Goals.

cc:

When Recorded Please Mail Document To:
City Clerk
City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

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

GROUND LEASE FOR TEX JUEN PARK

THIS LEASE AGREEMENT is made this _____ day of _____, 2016, by and between the CITY OF SONOMA, hereinafter referred to as "**LANDLORD,**" and **SONOMA HOME WINEMAKERS**, an unincorporated organization of individual home winemakers, hereinafter referred to as "**TENANT.**"

WITNESSETH:

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

DESCRIPTION OF PROPERTY

1. LANDLORD hereby leases to TENANT, for the term of this Lease, the existing vineyard located immediately west of the channel of Fryer Creek and north of Leveroni Road, which is commonly known as Tex Juen Park (a portion of parcel APN #128-560-048), **hereinafter called the "Leased Premises," located on that certain real property more particularly described on Exhibit "A" attached hereto and incorporated by this reference and as further described by plot plan attached hereto as Exhibit "B."**

LEASE TERM

2. Basic Term: **The term of this Lease ("Lease Term") is for a period of ten (10) years ("basic term"), commencing on January 1, 2016 ("Lease Commencement Date"), and terminating on December 31, 2026, unless sooner terminated or extended, as provided by the terms of this Lease or by law.**
3. Renewal of Lease: TENANT is hereby given the option to renew the Lease for two (2) five (5) year periods following expiration of the basic term, exercised by giving written **notice to LANDLORD of TENANT's intent to exercise** such Renewal received by LANDLORD at least ninety (90) days before the expiration of the basic term and at least ninety (90) days before the expiration of the succeeding five (5) year term thereafter.
4. Limitation on Renewal: In the event that: (a) TENANT is in default on the date of giving the notice; or (b) TENANT is in default on the date the renewed Lease Term is to

commence, then, at LANDLORD's election, exercised by notice, TENANT's notice of intent to exercise the Renewal shall not be effective, the renewed Lease Term shall not commence, and this Lease shall expire at the end of the basic term unless earlier terminated by LANDLORD under the provisions of this Lease. Failure to exercise the Renewal for any period shall nullify the option for all subsequent periods.

RENT

5. The rent for the Leased Premises shall be one dollar (\$1.00) per year during the Lease Term, due and payable on the first day of July each and every year.

NEGATION OF PARTNERSHIP AND JOINT VENTURE

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

UTILITIES

7. TENANT shall maintain an active City water account and pay water charges promptly as they become due for water delivered to the Leased Premises during the term of this Lease. LANDLORD agrees to supply water to the leased Premises at **TENANT's own cost**. However, LANDLORD shall not be responsible for its failure to provide water unless such **failure is due to LANDLORD's sole negligence**.

USES AND PURPOSES

8. Permitted Uses: TENANT shall use the Leased Premises only for the following purposes:

- a. From the Lease Commencement Date, TENANT shall use the Leased Premises only for a vineyard for the purpose of providing members of the SONOMA HOME WINEMAKERS with varietal grapes for home winemaking.
- b. After execution of this Lease, TENANT may use the Leased Premises for the purposes stated herein, during the times, and under the conditions specified therein. All other activities on or about the Leased Premises are prohibited.

(1) TENANT shall carry on the activities specified in paragraph 8 in accordance with good husbandry and the best practices of the farming community in which the Leased Premises are located.

(2) TENANT shall not do or permit anything to be done in or about the Leased Premises, or bring to keep anything therein, which will in any way constitute a nuisance or affect fire or other insurance on the Leased Premises, or which shall in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy, use, or safety of the Leased Premises which is or may hereafter be enacted or

promulgated by any public authority, including the County of Sonoma, or which shall endanger the health or safety of persons off the Leased Premises. Nor shall TENANT store, release, generate, handle, use, transport or handle any hazardous materials on the Leased Premises without the review and approval of the Fire Chief and Building Official. **The term "hazardous material" means any substance which is** (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, toxic substance, solid waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, (viii) polychlorinated biphenyl, (ix) 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], (x) designated as a hazardous substance pursuant to 33 U.S.C.A § 1321 or listed pursuant to 33 U.S.C.A § 1317, or (xi) radioactive materials. **"Environmental Laws" means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any hazardous substance, or pertaining to occupational Health or industrial hygiene (and only to the extent that the occupational Health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Leased Premises), occupational or environmental conditions on, under, or about the Leased Premises, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 U.S.C.A §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 U.S.C.A §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 U.S.C.A §§ 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 U.S.C.A §§ 2601 et seq.]; the Federal Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A §§ 9601 et seq.]; the Clean Air Act [42 U.S.C.A §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A §§ 1201 et seq.]; the Emergency Planning and Community Right-to-Know Act [42 U.S.C.A §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [Health & Saf. Code §§ 25280 et seq.]; the California Hazardous Substances Account Act [Health & Saf. Code §§ 25300 et seq.]; the California Hazardous Waste Control Act [Health & Saf. Code §§ 25100 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [Health & Saf. Code §§**

25249.5 et seq.]; the Porter-Cologne Water Quality Act [Wat. Code §§ 13000 et seq.] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational Health or industrial hygiene, and only to the extent that the occupational Health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Leased Premises, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

(3) TENANT shall not commit or suffer to be committed any waste on the Leased Premises or allow the Leased Premises to be used for any improper, unlawful, or objectionable purpose. Nor shall TENANT use the Leased Premises to provide grapes to commercial wineries.

(4) TENANT shall not place or maintain or permit the placing or maintaining of any sign or device of any kind, nature, or description on the Leased Premises without the written approval of the Planning Department and Building Department. TENANT may place a small storage building, subject to the prior approval of the Planning Department and Building Department, at the northerly end of the Leased Premises provided that said storage building has a roof area no greater than one hundred twenty (120) square feet and a height at the ridge line of the roof of no greater than ten (10) feet.

(5) TENANT agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this Lease except with the prior written consent of LANDLORD.

9. Changes in Permitted Uses: TENANT may use the Leased Premises, or permit them to be used for any other lawful purpose which, in the sole determination of LANDLORD, would not interfere with the use or development of the remainder of the Leased Premises or surrounding park in a manner determined by LANDLORD to be in the public interest, so long as such changed use is related to a vineyard. Any such change of use **shall be made only upon LANDLORD's prior written** consent.

ASSIGNMENT/SUBLETTING

10. Assignment by TENANT: TENANT shall have no right to encumber the Lease hereunder in any manner and shall not assign, sublet, hypothecate, or otherwise transfer whether voluntarily, involuntarily, or by operation of law, its interest in this Lease or any part thereof without the proper written approval of LANDLORD. No such assignment or transfer shall be valid or binding without said prior written approval, and then only upon the condition that such assignee or other successor in interest shall agree in writing to be bound by each and all of the covenants, conditions, and restrictions of this Lease. An attempted assignment or transfer not in compliance with the provisions of this **paragraph shall be grounds for LANDLORD's termination of this Lease. LANDLORD's**

consent to any assignment or transfer shall not be deemed a waiver of this requirement as to any subsequent assignment or transfer.

SOIL CONDITIONS

11. LANDLORD makes no covenant or warranties respecting the condition of the soil, sub-soil, or any other condition of the Leased Premises. TENANT shall have the right to enter onto the Leased Premises to make any tests it deems to be necessary to determine the condition of the soil, prior to the commencement of the Lease Term. All such tests made **by or on behalf of TENANT shall be at TENANT's sole expense. TENANT shall provide** LANDLORD with a copy of any test results on commencement of the Lease Term.

PROTECTION OF LANDLORD AGAINST COST OR CLAIM

12. **No reference to the Mechanic's** Lien Law made in this Lease shall be construed to be an agreement or an acknowledgment that such law applies to improvements constructed pursuant to this Lease, or that such improvements are, or are not, public works. TENANT shall pay, or cause to be paid, the total cost and expense of all works of **improvement, as that phrase is defined in the Mechanic's Lien Law (commencing with** California Civil Code § 3109). No such payment shall be construed as rent. TENANT shall not suffer or permit to be enforced against the Leased Premises, or any part of it, any **mechanic's, material men's, contractor's, or subcontractor's lien arising from any work of** improvement, however it may arise. However, TENANT may, in good faith, and at **TENANT's own expense, contest the validity** of any such asserted lien, claim, or demand, provided TENANT has furnished the bond required in Civil Code § 3143 (or any comparable statute hereafter enacted providing for a bond freeing the Leased Premises from the effect of such a lien claim). TENANT shall defend and indemnify LANDLORD against all liability and loss of any type, arising out of work permitted on the Leased Premises by TENANT, together with all costs and expenses incurred by LANDLORD in negotiating, setting, defending, or otherwise protecting against such claims.
13. If TENANT does not cause to be recorded the bond described in California Civil § 3143, or otherwise protect the property under any alternative or successor statute, and a final judgment has been rendered against TENANT by a court of competent jurisdiction for **the foreclosure of a mechanic's, material men's, contractor's, or subcontractor's lien and** if TENANT fails to stay the execution of the judgment by lawful means or to pay the judgment, LANDLORD shall have the right, but not the duty, to pay or otherwise discharge, stay, or prevent the execution of any such judgment or lien or both. TENANT shall reimburse LANDLORD for all sums paid by LANDLORD under this paragraph, **together with all LANDLORD's reasonable costs, plus interest** on those sums at the maximum rate an individual is permitted by law to charge from the date of payment until the date of reimbursement.

IMPROVEMENTS

14. **TENANT shall not, without LANDLORD's prior written consent, construct, install, modify,** alter, improve, repair, or in any way change the Leased Premises or any structure, facility, appliance, or electrical or mechanical improvement now or hereafter in place on

the Leased Premises, except for the purposes associated with planting, trellising, and maintaining a vineyard and then shall do so following the practices of good husbandry.

TERMINATION & EXPIRATION

15. LANDLORD and TENANT agree that every condition, covenant, and provision of this Lease is material and reasonable. Any breach by TENANT of a condition, covenant, or provision of this Lease will constitute a material breach. For any material breach by TENANT, LANDLORD shall provide TENANT with a written notice that describes the breach and demands that TENANT cure the breach (if a cure is possible). If TENANT does not cure the breach within thirty (30) days of its receipt of the cure notice, or if a cure is not possible, this Lease will terminate. Termination of this Lease for breach by TENANT will not occur unless the foregoing events occur. In addition to the above, this Lease may be terminated prior to the expiration date by mutual consent of the parties or **upon sixty (60) days' written notice by either party to the other.**

Specifically, the following shall constitute a material breach by TENANT:

- a. Failure to pay rent when due;
 - b. Uses of the Leased Premises for any unlawful purpose;
 - c. Abandonment of the Leased Premises;
 - d. Assigning or subletting the Leased Premises without the prior written consent of LANDLORD;
 - e. Committing waste on the Leased Premises;
 - f. Maintaining, committing, or permitting the maintenance or commission of a nuisance on the Leased Premises;
 - g. Any material failure to keep the Leased Premises in a sanitary condition or to dispose of all trash and garbage resulting from the tenancy.
 - h. Altering the Leased Premises in any manner, except as provided in this Lease;
 - i. Failure to perform any other provision, covenant, or condition of this Lease.
16. **TENANT's Duty to Surrender**: At the expiration or earlier termination of the Lease, TENANT shall surrender to LANDLORD possession of the Leased Premises. TENANT shall leave the Leased Premises, and any other property, in good and broom-clean condition. All property (including but not limited to the vineyards) that TENANT has used hereunder shall become **LANDLORD's property at termination of this Lease. If TENANT** fails to surrender the Leased Premises at the expiration or sooner termination of this Lease, TENANT shall defend and indemnify LANDLORD from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims

made by any succeeding TENANT founded on or resulting from TENANT's failure to surrender.

17. Holding Over: This Lease shall terminate without further notice at expiration of the Lease Term. Any holding-over by TENANT after expiration shall not constitute a renewal or extension of the Lease or give TENANT any rights in or to the Leased Premises except as expressly provided in this Lease. If TENANT shall remain in possession of the Leased Premises at the expiration of the Lease Term without written consent from LANDLORD, such tenancy shall be deemed a month-to-month tenancy only and not a renewal of this Lease, nor an extension for any further term. In that case, TENANT shall pay rent in an amount of \$500 per month, and the month-to-month tenancy shall be subject to every other term, covenant, and condition contained in this Lease that is consistent with and not contrary to a month-to-month tenancy. Notwithstanding the foregoing, termination of this Lease shall not release TENANT from any liability or obligation under the Lease, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date of termination, or date of surrender if it be later.

INSURANCE PROVISIONS

18. Tenant 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 TENANT's operation and use of the Leased Premises.** The cost of such insurance shall be borne by the TENANT.
- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
- (1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 **covering CGL on an "occurrence" basis, including property** damage, bodily injury and personal injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/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.
 - (2) **Workers' Compensation insurance as required by the Labor Code of the State of California** and Employers Liability insurance.
- b. Minimum Limits of Insurance. TENANT shall maintain limits no less than:
- (1) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance 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) **Workers' compensation and Employers Liability: Workers' compensation limits** as required by the Labor Code of the State of California and Employers Liability limits of \$100,000 per accident.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by LANDLORD. At the option of the LANDLORD, either:
- (1) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects LANDLORD, its officers, officials, employees, and volunteers; or
 - (2) TENANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- d. Other Insurance Provisions. The policies are to contain, or to be endorsed to contain, the following provisions:
- (1) General Liability.
 - a. LANDLORD, its officers, officials, employees, and volunteers are to be covered as insureds as respects liability arising out of premises owned, occupied, or used by LANDLORD, its officers, officials, employees, or volunteers.
 - b. **The TENANT's insurance coverage shall be primary insurance as respects LANDLORD, its officers, officials, employees, and volunteers. Any insurance or self-excess of the TENANT's insurance and shall not contribute with it.**
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to LANDLORD, its officers, officials, employees, or volunteers.
 - d. Coverage shall state that the **TENANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.**
 - (2) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against LANDLORD, its officers, officials, employees, and volunteers for losses arising from the Leased Premises.
 - (3) All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in **coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to LANDLORD.**
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

- f. Verification of Coverage. TENANT shall furnish LANDLORD with certificates of insurance and with original endorsements effective coverage required by this clause (“INSURANCE PROVISIONS”). 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 provided by LANDLORD. Where by statute, LANDLORD’s workers’** compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by LANDLORD before work commences. LANDLORD reserves the right to require complete, certified copies of all required policies at any time.

LANDLORD’S NON LIABILITY: INDEMNIFICATION BY TENANT

19. **Neither LANDLORD nor LANDLORD’s agents, employees and officers shall be liable for** any loss of any property of TENANT or of anyone else by theft or otherwise. In addition, TENANT shall indemnify, hold harmless, release, and defend LANDLORD, its agents, officers, and employees from and against any and all action, claims, damages, disabilities or expenses including witness costs and court costs that may be asserted by any person or entity, including TENANT, arising directly or indirectly out of or in connection with:
- a. The use of the Leased Premises in any manner by TENANT, its agents, employees, invitees, licensees, contractors, or others, including any use of the Leased Premises not allowed under this Lease.
 - b. Any breach by TENANT of the terms, covenants, or conditions of this Lease.
 - c. Any other act or omission of TENANT, its agents, employees, invitees, licensees, contractors, or others, arising under this Lease.

This indemnification obligation shall exist whether or not there is concurrent negligence or active negligence on the part of the LANDLORD.

INSPECTION BY LANDLORD

20. TENANT shall permit LANDLORD, its agents, representatives, or employees to enter the Leased Premises at all reasonable times to determine whether TENANT is complying with the terms of this Lease and for the purpose of doing other lawful acts that may be **necessary to protect the LANDLORD’s interest in the Leased Premises.**

ACCEPTANCE BY TENANT

21. TENANT accepts the Leased Premises, as well as any improvements thereon and facilities appurtenant thereto, in their present condition, and agrees that the Leased Premises have been inspected by it and assured by means independent of LANDLORD or its agents of the truth of all facts material to this Lease and that TENANT is leasing the

Leased Premises as a result of its inspection and not as a result of any representations made by LANDLORD or its agents, representatives, or employees.

EFFECT OF PARTIAL INVALIDITY

22. If any terms or provisions of this Lease, or any application thereof, shall be held invalid or unenforceable, the remainder of this Lease and any application of the terms and provisions shall not be affected thereby but shall remain valid and enforceable pursuant to this Lease and California Law.

ATTORNEY'S FEES

23. In the event that either party commences 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, the party prevailing in said action or proceeding shall be entitled to recover, in addition to 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. The court will determine who is the "prevailing party," whether or not the suit proceeds to final judgment. However, if an action is voluntarily dismissed, or dismissed pursuant to a settlement of the case, neither party will be entitled to recover its attorney's fees. LANDLORD specifically waives any right to recover treble or punitive damages pursuant to California Code of Civil Procedure § 1174.**

NO WAIVER

24. Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. No waiver by either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties.

TIME OF ESSENCE

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

SUCCESSORS

26. Each and all of the covenants and conditions of this Lease shall be binding on and insure to the benefit of the heirs, successors, executors, administrators, assigns, officers, and personal representatives of the respective parties.

SERVICE OF NOTICES

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

Sonoma Home Winemakers
P. O. Box 590
Sonoma, CA 95476

TENANT shall inform LANDLORD promptly of any change of the aforementioned notification address. TENANT shall file with the California Secretary of State a statement meeting the requirements of Cal. Corp. Code §18200 and within sixty (60) days of the Lease Commencement Date, deliver a conformed copy thereof to LANDLORD.

- a. Further, TENANT agrees to submit each calendar year, no later than March 1, a list of addresses of its officers and to notify LANDLORD of any change of officer or change of address of any officer as they occur throughout the year.

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

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

MERGER

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

AUTHORIZATION

29. The persons who execute this Lease on behalf of the TENANT warrant and represent that they have been expressly authorized by the TENANT to execute this Lease on its behalf and that this Lease is a legally binding obligation of the TENANT.

Executed on _____, 2016, in the City of Sonoma, County of Sonoma, State of California.

By LANDLORD:

City of Sonoma

By TENANT:

Sonoma Home Winemakers

By: _____
Carol Giovanatto
City Manager

By: _____
Name: _____
Its President

By: _____
Name: _____
Its Secretary

APPROVED AS TO FORM

By: _____
City Attorney



 Parcel "A"

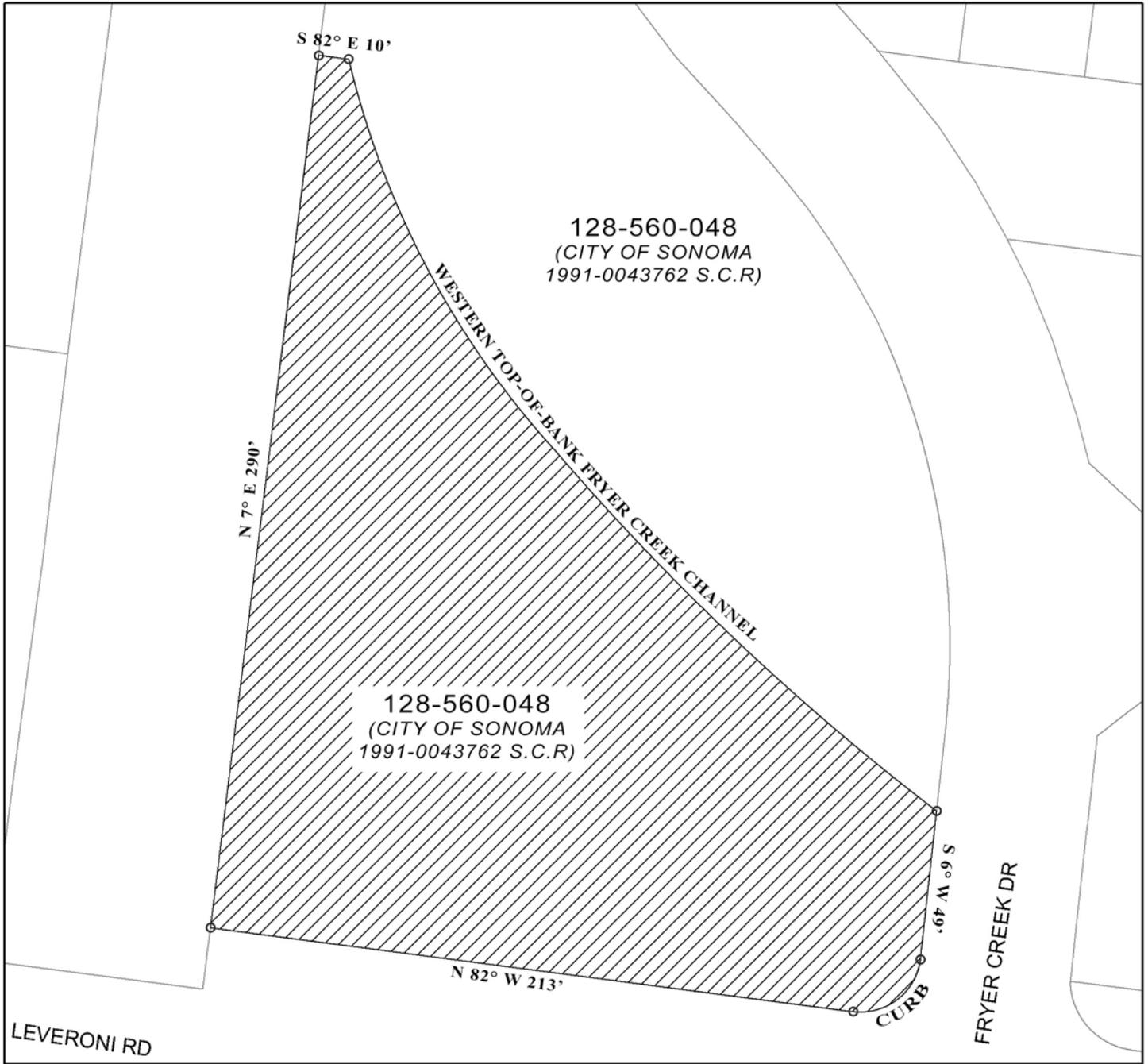
1 inch = 180 feet

EXHIBIT "A"
GROUND LEASE FOR TEX JUEN PARK

DATE: 11/25/2015

IMPORTANT: EXHIBIT A DOES NOT REPRESENT AN ON-THE-GROUND SURVEY RESULTING IN THE INSTALLATION OF MONUMENTS THAT DEFINE THE LOCATION AND EXTENT OF PROPERTY BOUNDARIES. EXHIBIT A REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.





 Leased Area

1 inch = 50 feet

EXHIBIT "B"
GROUND LEASE FOR TEX JUEN PARK

DATE: 11/25/2015

IMPORTANT: EXHIBIT B DOES NOT REPRESENT AN ON-THE-GROUND SURVEY RESULTING IN THE INSTALLATION OF MONUMENTS THAT DEFINE THE LOCATION AND EXTENT OF PROPERTY BOUNDARIES. EXHIBIT B REPRESENTS ONLY THE APPROXIMATE RELATIVE LOCATION OF PROPERTY BOUNDARIES.





City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4G

Meeting Date: 01/20/2016

Department

Public Works

Staff Contact

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

Agenda Item Title

Approve the Notice of Completion for the Napa Road Rehabilitation Project No. 1310; Federal Project No. STPL – 5114(017) constructed by Argonaut Constructors and Direct the City Clerk to File the Document

Summary

The City Council accepted the Napa Road Rehabilitation Project at their meeting of June 22, 2015 and the City Manager awarded the contract to Argonaut Constructors. The work generally consisted of street rehabilitation and improvements, including edge/conform grinding, digout and repair of localized failures prior to asphalt overlay, crack sealing, placing asphalt pavement leveling course, placement of geosynthetic pavement interlayer, reconfiguring roadways for installation of Class II bike lanes or shared lanes, installation of pavement striping/markings and signing, adjusting utility structures to grade, upgrading existing curb ramps for ADA compliance, miscellaneous concrete sidewalk and curb and gutter construction, replacement of detector loops, traffic control, storm water pollution prevention control and other related work. Final punch-list items have been completed and signed off by the Public Works Inspector. At this time, all work has been completed in accordance with the contract and it is recommended that the Notice of Completion (NOC) be approved and the City Clerk directed to file the NOC at the County Recorder's Office. The final contract amount is \$530,463.57.

Recommended Council Action

Recommend that Council approve the Notice of Completion for the Napa Road Rehabilitation Project No. 1301; Federal Project No. STPL – 5114(017) constructed by Argonaut Constructors and Direct the City Clerk to File the Document.

Alternative Actions

Council discretion.

Financial Impact

The City was awarded \$250,000 in federal funding through the One Bay Area Grant (OBAG) Program for the rehabilitation of various streets. Additionally, the City has \$23,533.81 in TDA3 grant funds to apply to the project, for a total of \$273,533.81 in grant funding. The balance of the project will be funded from the General Fund / Gas Tax. The Council originally approved funding for the Napa Road Rehabilitation Project in the FY14/15 CIP Budget. The FY15/16 CIP Budget included \$754,161 for the project, which includes the grant funding. The final construction contract amount of \$530,463.57 is within the CIP budget and grant funding amount total.

Environmental Review

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

Status

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

Alignment with Council Goals:

Supports the Council Infrastructure Goal to provide reliable, safe and effective streets infrastructure, and promotes bicycle and pedestrian friendly transportation.

Also supports the Council Fiscal Management Goal by seeking new grant revenues.

Attachments:

Notice of Completion – Napa Road Rehabilitation Project No. 1301; Federal Project No. STPL – 5114(017)

When recorded, return to:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. On the 23rd day of October, 2015, the public project known as: Napa Road Rehabilitation Project No. 1310; Federal Project No. STPL – 5114(017) was completed.
2. The name and address of the party filing this Notice is:
City of Sonoma, No. 1 The Plaza, Sonoma, CA 95476
3. The name and address of the Contractor responsible for the construction of said public project is: Argonaut Constructors, 1236 Central Avenue, P.O. Box 639, Santa Rosa, CA 95402.
4. The name and address of said Contractor's insurance carrier is:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
5. The work generally consisted of street rehabilitation and improvements, including edge/conform grinding, digout and repair of localized failures prior to asphalt overlay, crack sealing, placing asphalt pavement leveling course, placement of geosynthetic pavement interlayer, reconfiguring roadways for installation of Class II bike lanes or shared lanes, installation of pavement striping/markings and signing, adjusting utility structures to grade, upgrading existing curb ramps for ADA compliance, miscellaneous concrete sidewalk and curb and gutter construction, replacement of detector loops, traffic control, storm water pollution prevention control and other related work.
6. The original contract amount was: \$ 568,996.05

Recording of this document is requested for **CITY OF SONOMA** and on behalf of the **City of Sonoma**, a Municipal Corporation, under Section 6103 of the Government Code.

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

Carol Giovanatto, City Manager

Dated: _____, 2016

ATTEST: _____
City Clerk



CITY OF SONOMA
City Council/Successor Agency
Agenda Item Summary

City Council Agenda Item: 5A

Meeting Date: 01/20/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the Portions of the Minutes of the December 21, 2015 City Council Meeting Pertaining to the Successor Agency.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

See Agenda Item 4B for the minutes

Alignment with Council Goals: N/A

cc: NA



City of Sonoma
City Council
as Successor Agency
Agenda Item Summary

City Council Agenda Item: **5B**

Meeting Date: **01/20/2016**

Department

Finance

Staff Contact

DeAnna Hilbrants, Finance Director

Agenda Item Title

Adoption of the FY 16-17 Recognized Obligation Payment Schedule [ROPS] for the period July 1, 2016 through June 30, 2017

Summary

As required by legislation AB1x26, the Recognized Obligation Schedule [ROPS] must be prepared and approved for each prospective six month period of the fiscal year. Beginning with Fiscal Year 16-17, the ROPS will be reported annually instead of every six months. This is the first annual submittal for the City of Sonoma. The ROPS under consideration tonight covers the period June 1, 2016 through June 30, 2017 [FY 16-17] and includes updates to all previously approved projects and expenditures. Once the ROPS is approved by the Successor Agency, it will be presented to the Oversight Board on January 26, 2016 for approval and submittal to Department of Finance, the State Controller's office and the County Auditor-Controller.

Recommended Council Action

Acting as the Successor Agency, approve the ROPS for the period June 1, 2016 through June 30, 2017 for presentation to the Oversight Board on January 26, 2016.

Alternative Actions

N/A

Financial Impact

Unknown at this time.

Environmental Review

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

Status

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

Attachments:

Resolution

Recognized Obligation Schedule #16-17 is on file with the City Clerk.

cc:

CITY OF SONOMA

RESOLUTION NO. SA __ - 2016

A RESOLUTION OF THE CITY COUNCIL AS THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF SONOMA APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD JULY 1, 2016 THROUGH JUNE 30, 2017

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

WHEREAS, the Successor Agency to the dissolved Redevelopment Agency of the City of Sonoma is requested to approve the Recognized Obligation Payment Schedule [FY 16-17] for the one year period June 1, 2016 through June 30, 2017; and

WHEREAS, on January 26, 2016, the ROPS will be presented to the Oversight Board for review and approval.

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

SECTION 1. The Successor Agency hereby approves the Recognized Obligation Payment Schedule for the period July 1, 2016 through June 30, 2017, as set forth in Exhibit "A" to this Resolution and by this reference incorporated herein.

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

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

SECTION 4. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Successor Agency hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

PASSED AND ADOPTED by the Successor Agency at a meeting held on the 20th day of January, 2016 by the following vote:

AYES:
NOES:
ABSENT:

Laurie Gallian, Mayor

ATTEST:

Gay Johann
Assistant City Manager/City Clerk



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7A

Meeting Date: 01/20/2016

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, Consideration and Possible Action to Approve the Sub-Lease of the Field of Dreams for the Sonoma Music Festival/BR Cohn Fall Music Charity Fundraiser

Summary

In October 2015 the BR Cohn Fall Music Charity held the first Sonoma Music Festival at the Field of Dreams in Sonoma. The purpose of relocating the event from the prior County location to the City was to bring specific benefit to the local economy and local charities, in particular, the Veteran's organizations. The event was extremely well attended and as a result \$200,000 was raised and donated to local/regional charities

The Field of Dreams was granted a one year approval for a sublease in 2015 to the Sonoma Music Festival and the City has received a request for a new sub-lease approval for 2016 with an option for the following five year period. Council action is required with respect to use of City property (sublease of Field of Dreams) and waiver of certain provisions of the Special Events Policy.

Recommended Council Action

Approve the sublease of the Field of Dreams. BR Cohn Fall Music Charity Fundraiser has received approval from the Sonoma Valley Field of Dreams Board for the sublease of the property.

Alternative Actions

Do not approve the sub-lease of Field of Dreams; add additional provisions or modify existing terms.

Financial Impact

City general fund revenues are expected to increase based upon visitor lodging and spending within local restaurants and shops.

Environmental Review

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

Status

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

Attachments:

Supplemental Report
Letter from Field of Dreams Board of Directors

Alignment with Council Goals:

Policy & Leadership: Provide continuing leadership as elected officials and members of the community

cc:

BR Cohn Fall Music Charity Fundraiser

SUPPLEMENTAL REPORT

Discussion, Consideration and Possible Action to Approve the Sub-Lease of the Field of Dreams for the Sonoma Music Festival/BR Cohn Fall Music Charity Fundraiser *For Council Meeting of January 20, 2016*

Background

In October 2015 the BR Cohn Fall Music Charity held the first Sonoma Music Festival at the Field of Dreams in Sonoma. The purpose of relocating the event from the prior County location to the City was to bring specific benefit to the local economy and local charities, in particular, the Veteran's organizations. The event was extremely well attended and as a result \$200,000 was raised and donated to local/regional charities as follows:

Fisher House \$85,000
American Legion Post 489 \$10,000
Native Sons \$5000
Bread and Roses \$20,000
Redwood Empire Food Bank \$40,000
Sonoma Valley Education Foundation \$10,000
Discretionary funds: \$30,000

Agreement with the City and Field of Dreams Board of Directors

The Field of Dreams was granted a one year approval for a sublease in 2015 to the Sonoma Music Festival and the City has received a request for a new sub-lease approval for 2016 with an option for the following five year period. Council action is required with respect to use of City property (sublease of Field of Dreams) and waiver of certain provisions of the Special Events Policy. An agreement will be drafted and signed between the Field of Dreams and BR Cohn Fall Music Charity Fundraiser after all approvals are granted through the CSEC.

Insurance Requirement

BR Cohn Fall Music Charity will provide evidence of insurance with the coverages and limits required by the City's risk manager.

Use of City Property

- **Police Department Public Parking Lot:** BR Cohn Fall Music Charity may require use of a portion of the Police Department Public Parking Lot for staging. This will be negotiated separately prior to the event.

Use of City Services

- **City Staff Time:** BR Cohn Fall Music Charity Fundraiser will reimburse the City for staff time necessary for the management and/or production of this event.

- **Sonoma Valley Fire-Rescue Authority:** Sonoma Valley Fire-Rescue Authority will provide exclusive ALS ambulance services to the BR Cohn Fall Music Charity Fundraiser.
- **Public Works:** BR Cohn Fall Music Charity Fundraiser will have minimal impact on the Public Works Department. City will be reimbursed for any Public Works services.
- **Law Enforcement Services Contract:** BR Cohn Fall Music Charity Fundraiser has agreed to contract with the Sonoma County Sheriff's Department for law enforcement security. All expenditures and revenues associated with the law enforcement contract will pass through the Sheriff's Department budget and not through the City's budget, so there will not be an associated impact to the City budget for police services. BR Cohn has utilized the Sheriff's Department for their prior Fall Concerts at the winery and have a good prior working relationship so the location change will be seamless.

January 6, 2014

City of Sonoma

City Manager: Carol Giovanatto

1 The Plaza

Sonoma, CA 95476

Re: Field of Dreams sub-lease to B.R. Cohn Charity Events for music festival in October 2016

Dear Carol,

The Sonoma Valley Field of Dreams Board of Directors have agreed subject to approval from the City to sub-lease the fields to B.R. Cohn Charity Events for their 2016 Fall Charity Music Festival with an option for the following five years. The sub-lease will be for all the fields and will be for several days prior and after the three day festival.

We request that the City of Sonoma allow us to proceed with the sublease the Sonoma Valley Field of Dreams to B.R. Cohn Charity Events for the October 2016 and grant them an option for the next five years.

Thanks you for your consideration, should you have any questions please let me know.

Best regards,

Richard Goertzen

Richard.goertzen@libertymutual.com phone: (707) 799-7728

President: Sonoma Valley Field of Dreams



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7B

Meeting Date: 01/20/2016

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion, Consideration and Possible Action to Prepare Ballot Language on the Use and/or Prohibition of Leaf Blowers for the November 2016 Municipal Election

Summary

The issue surrounding the regulation and use or prohibition of leaf blowers has been ongoing for a significant period of time with the most recent dating back to September 9th 2015 when staff presented the draft of a standalone ordinance specifically related to the use of leaf blowers in the City of Sonoma. Following Council review and questions, the item was opened for public comment. Overall, 30 speakers expressed their views on the subject matter and draft ordinance to the Council. At the conclusion of public testimony, Council reconvened their discussion of the specific provisions of the draft ordinance to gain consensus to move forward with the ordinance. While full consensus was not reached on every section at that time, direction was given to prepare a final ordinance and return for a first reading which occurred on October 5th 2015. The City Manager and City Attorney presented the ordinance followed by public comment and Council discussion. Based on the growing diversity in public opinion and viewpoints on the restrictions and regulations within divergent sectors of the community, the Council opted not to move forward with the ordinance as presented and directed staff as follows (motion per minutes of 10/5/2015):

“It was moved by Clm. Hundley, seconded by Clm. Edwards, to direct staff to bring the issue of putting the ban on the ballot back at a future date. The motion carried unanimously.”

Based on the motion of the Council, a decision or decisions, must be made on the specific language content.

Recommended Council Action

Council discretion.

Alternative Actions

Council discretion.

Financial Impact

The estimate for each ballot measure is \$3,853-\$9,632 per the County Registrar of Voters.

Environmental Review

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

Status

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

Attachments:

Supplemental Report
Draft Ordinance(s)

Alignment with Council Goals:

POLICY & LEADERSHIP: Provide continuing leadership as elected officials and residents of the community.

cc:

SUPPLEMENTAL REPORT

Discussion, Consideration and Possible Action to Prepare Ballot Language on the Use and/or Prohibition of Leaf Blowers for the November 2016 Municipal Election

For the Council meeting of January 20, 2016

The issue surrounding the regulation and use or prohibition of leaf blowers has been ongoing for a significant period of time with the most recent dating back to September 9th 2015 when staff presented the draft of a standalone ordinance specifically related to the use of leaf blowers in the City of Sonoma. Following Council review and questions, the item was opened for public comment. Overall, 30 speakers expressed their views on the subject matter and draft ordinance to the Council. At the conclusion of public testimony, Council reconvened their discussion of the specific provisions of the draft ordinance to gain consensus to move forward with the ordinance.

While full consensus was not reached on every section at that time, direction was given to prepare a final ordinance and return for a first reading which occurred on October 5th 2015. The City Manager and City Attorney presented the ordinance followed by public comment and Council discussion. Based on the growing diversity in public opinion and viewpoints on the restrictions and regulations within divergent sectors of the community, the Council opted not to move forward with the ordinance as presented and directed staff as follows (motion per minutes of 10/5/2015):

“It was moved by Clm. Hundley, seconded by Clm. Edwards, to direct staff to bring the issue of putting the ban on the ballot back at a future date. The motion carried unanimously.”

Based on the motion of the Council, a decision or decisions, must be made on the specific language content. Over the lengthy course of discussions of leaf blower use, several versions and viewpoints have been expressed. To address the most prevalent areas, staff focused on three potential ballot measures as described below:

- 1) ***Should the City of Sonoma adopt an ordinance to prohibit the use of all forms of leaf blower equipment in all areas of the City limits?***

SUMMARY: This ordinance would completely eliminate the use of all leaf blower equipment within the City limits of Sonoma. Under enforcement, both the property owner or tenant and the landscaper each will be subject to the violation under the ordinance. The fine that is imposed for violation of the ordinance will depend upon whether the violation is prosecuted as an infraction, misdemeanor or administratively.

- 2) ***Should the City of Sonoma City of Sonoma adopt an ordinance to prohibit the use of gas-powered leaf blower equipment and allow only electric/battery operated equipment with operating hours to be limited to Monday through Friday 8:00 a.m. to 3:00 p.m. in all areas of the City limits?***

SUMMARY: This ordinance would completely eliminate the use of all gas-powered leaf blower equipment within the City limits of Sonoma. All other areas of the City would be open for use of electric or battery operated equipment during specified hours. The operation of leaf blowers shall comply with the noise ordinance. Under enforcement, both the property owner or tenant and the

landscaper each will be subject to the violation under the ordinance. The fine that is imposed for violation of the ordinance will depend upon whether the violation is prosecuted as an infraction, misdemeanor or administratively.

- 3) ***Should the City of Sonoma City of Sonoma adopt an ordinance to prohibit the use of gas-powered leaf blower equipment and allow only electric/battery operated equipment only in commercial, mixed-use and public areas with operating hours to be limited to Monday through Friday 8:00 a.m. to 3:00 p.m. in all areas of the City limits?***

SUMMARY: This ordinance would completely eliminate the use of all gas-powered leaf blower equipment within the City limits of Sonoma. The use of all other powered leaf blowers (battery/ electric powered) to be banned in all areas of the City of Sonoma with the exception to commercial and mixed -use zones and public areas owned by the City of Sonoma and under the maintenance responsibilities of the City Public Works Department. The operation of leaf blowers shall comply with the noise ordinance. Under enforcement, both the property owner or tenant and the landscaper each will be subject to the violation under the ordinance. The fine that is imposed for violation of the ordinance will depend upon whether the violation is prosecuted as an infraction, misdemeanor or administratively.

BALLOT MEASURE OPTIONS: The Council has the option to place one or more measures on the ballot thereby allowing the electorate to vote for the preferred alternative. A 50%+1 majority vote must be received by a measure for it to be successfully passed. If none of the measures receive this majority, all measures fail. If all measures receive majority votes, the highest vote tally will be successful. In addition, should the Council chose to place all three measures on the ballot, each measure engenders a separate election cost.

TIMEFRAMES & FISCAL IMPACT: The election calendar for the November 2016 has not been published by the Sonoma County Registrar of Voters, but it is anticipated that Notice of Election will be due in June 2016. The estimate for each ballot measure is \$3,853-\$9,632 per the County Registrar of Voters.

ORDINANCE NO. _____

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF SONOMA ADDING
CHAPTER 9.60 TO THE SONOMA MUNICIPAL CODE TO REGULATE
AND PROHIBIT THE USE OF LEAF BLOWERS WITHIN THE CITY'S
LIMITS**

A. WHEREAS, the purpose of this ordinance is to prohibit the use of leaf blowers within the city, so as to prevent the unreasonable and continuous disruption of the community due to associated mechanical noise and the propensity of the devices to broadcast dust and other airborne pollutants into the air and onto nearby properties.

B. WHEREAS, the city has previously adopted restrictions on the operation of leaf blowers and now finds that strengthening those restrictions is appropriate.

D. WHEREAS, the voters of the City of Sonoma find that this ordinance is necessary for the protection of the public health, safety, and welfare.

E. WHEREAS, the voter of the City of Sonoma find that the amendments made by this ordinance are consistent with the goals and policies of the Sonoma General Plan and other adopted ordinances and regulations of the City of Sonoma.

F. WHEREAS, the adoption of this ordinance is categorically exempt from the requirements of the California Environmental Quality Act under the "general rule", pursuant to Section 15061(b)(3) of the CEQA Guidelines and is also exempt pursuant to Section 15305 (Minor Alterations to Land Use Limitations) of the CEQA Guidelines.

Now, therefore, the people of the City of Sonoma do ordain as follows:

Section 1.

Chapter 9.60 is added to the City of Sonoma Municipal Code to read as follows: Sections:

- 9.60.010 Title.**
- 9.60.015 Declaration of Nuisance**
- 9.60.020 Definitions.**
- 9.60.030 Use Restricted.**
- 9.60.040 Exemptions.**
- 9.60.050 Violations, Penalties.**

9.60.010 Title.

This chapter shall be known as the "City of Sonoma Leaf Blower Ordinance" and may be so cited.

9.60.015 Declaration of Nuisance.

A violation of this chapter shall constitute a public nuisance and, among other remedies available to the city, may be abated as provided in this code.

9.60.020 Definitions.

For purposes of this chapter, the terms in this section shall have the following meaning:

A. "**Leaf blower**" means a portable machine, powered by a gasoline engine or electric motor, used to blow, displace, or vacuum leaves, dirt, and/or debris.

9.60.030 Use Restricted.

It is unlawful for any property owner (including the city) or tenant or any employee, agent or contractor working for a property owner or tenant to

operate or authorize the operation of a leaf blower at any time for any purpose in, on or upon any and all properties or areas within the city's corporate boundaries.

9.60.040 Exemptions.

The following shall be exempt from the provisions of this chapter:

A. Emergency vehicles and all necessary equipment, including leaf blowers, utilized for the purpose of responding to an emergency, or necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm; and

B. Emergency repair work, including the use of leaf blowers, performed by, or at the request of, a property owner on his or her private property; provided, that such emergency work shall be subject to such reasonable conditions as may be imposed by authorized city employees to mitigate the noise level of the activity.

9.60.050 Violations, penalties.

A. Any violation of this chapter may be enforced either as an infraction or as a misdemeanor, or by any remedy available to the city under this code, or under state law.

B. Notwithstanding the foregoing to the contrary, for a first violation of SMC 9.60.030, the violator shall be provided a written cease and desist warning along with a copy of this chapter.

1. Upon a second violation of SMC 9.60.030 at the same location or by the same person, should the city determine to enforce said section pursuant to SMC Chapter 1.30, a fine or penalty shall be imposed equal to the amount set forth in the Council Resolution adopted pursuant to SMC 1.12.010.D for a first violation. Upon a third violation of SMC 9.60.030 at the same location or by the same person, should the city determine to enforce said section pursuant to SMC Chapter

1.30, a fine or penalty shall be imposed equal to the amount set forth in the Council Resolution adopted pursuant to SMC 1.12.010.D for a second violation, and so on for each succeeding violation of SMC 9.60.030.

2. Upon a second violation of SMC 9.60.030 at the same location or by the same person, should the city determine to enforce said section pursuant to SMC 1.12.010.A, a fine shall be imposed equal to the amount set forth at SMC 1.12.010.A.1. Upon a third violation of SMC 9.60.030 at the same location or by the same person within one year, should the city determine to enforce said section pursuant to SMC 1.12.010.A, a fine shall be imposed equal to the amount set forth in SMC 1.12.010.A.2, and so on for each succeeding violation of SMC 9.60.030 within one year.

C. This chapter may be enforced by any city of Sonoma employee or agent of the city with the authority to enforce any provision of the Sonoma Municipal Code or city ordinance.

Section 2. Posting. This ordinance shall be published in accordance with applicable provisions of law relating to ordinances adopted by the voters.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance. The voters declare that this ordinance, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed in if one or more sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions thereof are declared invalid or unconstitutional. If any provision of this ordinance is held invalid as applied to any person or circumstance, such in validity shall not affect any application of this ordinance that can be given effect without the invalid application. This ordinance shall be broadly construed in order to achieve its purpose.

Section 4. Effect of Competing or Alternative Measure on the Same Ballot.

This ordinance adopts a comprehensive scheme for the regulation of leaf blowers in the City of Sonoma. By voting for the ballot measure approving this ordinance, the voters expressly declare their intent that any other measure which appears on the same ballot as the measure adopting this ordinance and addresses the regulation of leaf blowers in the City of Sonoma or which conflicts with any provision of this ordinance, shall be deemed to conflict with the entire cohesive scheme of this ordinance. This ordinance is in conflict with and intended as an alternative to the other ballot measure(s)/ordinance(s) included on the November 8, 2016, ballot which impose restrictions on the use of leaf blowers in the City of Sonoma. If this ordinance and any such other ordinance(s) are passed by a majority voting thereon then the one with the most votes shall prevail.

Section 6. Amendment or Repeal

Except as otherwise provided herein, this ordinance may be amended or repealed only by the voters of the City.

Section 7. Effective Date.

This ordinance shall adopted upon the date that the vote is declared by the City Council and shall go into effect ten (10) days after that date subject to Section 4 hereof.

ORDINANCE NO. _____

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF SONOMA ADDING
CHAPTER 9.60 TO THE SONOMA MUNICIPAL CODE TO REGULATE
AND PROHIBIT THE USE OF LEAF BLOWERS WITHIN THE CITY'S
LIMITS**

A. WHEREAS, the purpose of this ordinance is to regulate the use of leaf blowers within the city, so as to prevent the unreasonable and continuous disruption of the community due to associated mechanical noise and the propensity of the devices to broadcast dust and other airborne pollutants into the air and onto nearby properties.

B. WHEREAS, residential areas are being distinguished from other areas of the city because of the special maintenance needs for commercial and other public areas, and the particular sensitivity of residential uses to the impacts and effects resulting from the use of leaf blowers.

C. WHEREAS, the city has previously adopted restrictions on the operation of leaf blowers and now finds that strengthening those restrictions is appropriate.

D. WHEREAS, the voters of the City of Sonoma find that this ordinance is necessary for the protection of the public health, safety, and welfare.

E. WHEREAS, the voters of the City of Sonoma find that the amendments made by this ordinance are consistent with the goals and policies of the Sonoma General Plan and other adopted ordinances and regulations of the City of Sonoma.

F. WHEREAS, the adoption of this ordinance is categorically exempt from the requirements of the California Environmental Quality Act under the "general rule", pursuant to Section 15061(b)(3) of the CEQA Guidelines and is also exempt pursuant to Section 15305 (Minor Alterations to Land Use Limitations) of the CEQA Guidelines.

Now, therefore, the people of the City of Sonoma do ordain as follows:

Section 1.

Chapter 9.60 is added to the City of Sonoma Municipal Code to read as follows: Sections:

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- 9.60.015 Declaration of Nuisance**
- 9.60.020 Definitions**
- 9.60.030 Use Restricted**
- 9.60.040 Exemptions**
- 9.60.050 Violations, Penalties**

9.60.010 Title.

This chapter shall be known as the “City of Sonoma Leaf Blower Ordinance” and may be so cited.

9.60.015 Declaration of Nuisance.

A violation of this chapter shall constitute a public nuisance and, among other remedies available to the city, may be abated as provided in this code.

9.60.020 Definitions.

For purposes of this chapter, the terms in this section shall have the following meaning:

A. “Holidays, city-designated” mean those holidays designated as such by the city of Sonoma, including: **New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas Day.**

B. “Leaf blower” means a portable machine, powered by a gasoline engine or electric motor, used to blow, displace, or vacuum leaves, dirt, and/or debris.

1. **“Electrically-powered leaf blower”** means any leaf blower, leaf vacuum or other leaf gathering device powered by electric means, including but not limited to battery-powered leaf blowers and cordless rechargeable leaf blowers.

2. **“Gas-powered leaf blower”** means any leaf blower, leaf vacuum or other leaf-gathering device directly powered by an internal combustion or rotary engine using gasoline, alcohol or other liquid or gaseous fluid. Lawn mowers, lawn edgers and electrically-powered leaf blowers are not included in this definition.

9.60.030 Use Restricted.

A. **In, on or upon any and all properties and areas within the city’s** corporate boundaries:

1. It is unlawful for any property owner (including the city) or tenant or any employee, agent or contractor working for a property owner or tenant to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose.

B. **In, on or upon any and all properties and areas within the city’s** corporate boundaries:

1. It is unlawful for any property owner or tenant or any employee, agent or contractor working for a property owner or tenant to operate or authorize the operation of any electrically-powered leaf blowers at any time for any purpose except as follows:

a. It shall be lawful to operate and/or authorize the operation of electrically-powered leaf blowers during the following days and hours: Monday through Friday, 8:00 a.m. to 3:00 p.m, except on city-designated holidays.

2. The operation of leaf blowers shall comply with noise limits set by SMC 9.56.050.

9.60.040 Exemptions.

The following shall be exempt from the provisions of this chapter:

A. Emergency vehicles and all necessary equipment, including leaf blowers, utilized for the purpose of responding to an emergency, or necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm;

B. Work on capital improvements or repairs and maintenance on public property by employees or contractors of the city; provided, however, that in performing such maintenance, SMC 9.60.030 shall be complied with;

C. Emergency repair work, including the use of leaf blowers, performed by, or at the request of, a property owner on his or her private property; provided, that such emergency work shall be subject to such reasonable conditions as may be imposed by authorized city employees to mitigate the noise level of the activity;

9.60.050 Violations, penalties.

A. Any violation of this chapter may be enforced either as an infraction or as a misdemeanor, or by any remedy available to the city under this code, or under state law.

B. Notwithstanding the foregoing to the contrary, for a first violation of SMC 9.60.030, the violator shall be provided a written cease and desist warning along with a copy of this chapter.

1. Upon a second violation of SMC 9.60.030 at the same location or by the same person, should the city determine to enforce said section pursuant to SMC Chapter 1.30, a fine or penalty shall be imposed equal to the amount set forth in the Council Resolution adopted pursuant to SMC 1.12.010.D for a first violation. Upon a third violation of SMC 9.60.030 at the same location or by the same person, should the city determine to enforce said section pursuant to SMC Chapter 1.30, a fine or penalty shall be imposed equal to the amount set forth

in the Council Resolution adopted pursuant to SMC 1.12.010.D for a second violation, and so on for each succeeding violation of SMC 9.60.030.

2. Upon a second violation of SMC 9.60.030 at the same location or by the same person, should the city determine to enforce said section pursuant to SMC 1.12.010.A, a fine shall be imposed equal to the amount set forth at SMC 1.12.010.A.1. Upon a third violation of SMC 9.60.030 at the same location or by the same person within one year, should the city determine to enforce said section pursuant to SMC 1.12.010.A, a fine shall be imposed equal to the amount set forth in SMC 1.12.010.A.2, and so on for each succeeding violation of SMC 9.60.030 within one year.

C. This chapter may be enforced by any city of Sonoma employee or agent of the city with the authority to enforce any provision of the Sonoma Municipal Code or city ordinance.

Section 2. Posting. This ordinance shall be published in accordance with applicable provisions of law relating to ordinances adopted by the voters.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this ordinance. The voters declare that this ordinance, and each section, subsection, paragraph, subparagraph, sentence, clause, phrase, part, or portion thereof would have been adopted or passed in if one or more sections, subsections, paragraphs, subparagraphs, sentences, clauses, phrases, parts, or portions thereof are declared invalid or unconstitutional. If any provision of this ordinance is held invalid as applied to any person or circumstance, such in validity shall not affect any application of this ordinance that can be given effect without the invalid application. This ordinance shall be broadly construed in order to achieve its purpose.

Section 4. Effect of Competing or Alternative Measure on the Same Ballot.

This ordinance adopts a comprehensive scheme for the regulation of leaf blowers in the City of Sonoma. By voting for the ballot measure approving this ordinance, the voters expressly declare their intent that any other measure which appears on the same ballot as the measure adopting this ordinance and addresses the regulation of leaf blowers in the City of Sonoma or which conflicts with any provision of this ordinance, shall be deemed to conflict with the entire cohesive scheme of this ordinance. This ordinance is in conflict with and intended as an alternative to the other ballot measure(s)/ordinance(s) included on the November 8, 2016, ballot which impose restrictions on the use of leaf blowers in the City of Sonoma. If this ordinance and any such other ordinance(s) are passed by a majority voting thereon then the one with the most votes shall prevail.

Section 6. Amendment or Repeal

Except as otherwise provided herein, this ordinance may be amended or repealed only by the voters of the City.

Section 7. Effective Date.

This ordinance shall adopted upon the date that the vote is declared by the City Council and shall go into effect ten (10) days after that date subject to Section 4 hereof.

ORDINANCE NO. _____

**AN ORDINANCE OF THE PEOPLE OF THE CITY OF SONOMA ADDING
CHAPTER 9.60 TO THE SONOMA MUNICIPAL CODE TO REGULATE
AND PROHIBIT THE USE OF LEAF BLOWERS WITHIN THE CITY'S
LIMITS**

A. WHEREAS, the purpose of this ordinance is to regulate the use of leaf blowers within the city, so as to prevent the unreasonable and continuous disruption of the community due to associated mechanical noise and the propensity of the devices to broadcast dust and other airborne pollutants into the air and onto nearby properties.

B. WHEREAS, residential areas are being distinguished from other areas of the city because of the special maintenance needs for commercial and other public areas, and the particular sensitivity of residential uses to the impacts and effects resulting from the use of leaf blowers.

C. WHEREAS, the city has previously adopted restrictions on the operation of leaf blowers and now finds that strengthening those restrictions is appropriate.

D. WHEREAS, the voters of the City of Sonoma find that this ordinance is necessary for the protection of the public health, safety, and welfare.

E. WHEREAS, the voters of the City of Sonoma find that the amendments made by this ordinance are consistent with the goals and policies of the Sonoma General Plan and other adopted ordinances and regulations of the City of Sonoma.

F. WHEREAS, the adoption of this ordinance is categorically exempt from the requirements of the California Environmental Quality Act under the "general rule", pursuant to Section 15061(b)(3) of the CEQA Guidelines and is also exempt pursuant to Section 15305 (Minor Alterations to Land Use Limitations) of the CEQA Guidelines.

Now, therefore, the people of the City of Sonoma do ordain as follows:

Section 1.

Chapter 9.60 is added to the City of Sonoma Municipal Code to read as follows: Sections:

- 9.60.010 Title.**
- 9.60.015 Declaration of Nuisance**
- 9.60.020 Definitions**
- 9.60.030 Use Restricted**
- 9.60.040 Exemptions**
- 9.60.050 Violations, Penalties**

9.60.010 Title.

This chapter shall be known as the “City of Sonoma Leaf Blower Ordinance” and may be so cited.

9.60.015 Declaration of Nuisance.

A violation of this chapter shall constitute a public nuisance and, among other remedies available to the city, may be abated as provided in this code.

9.60.020 Definitions.

For purposes of this chapter, the terms in this section shall have the following meaning:

A. “Commercial property” means property zoned as “Commercial,” “Gateway Commercial,” or “Winery,” as provided in the city of Sonoma development code.

B. “Holidays, city-designated” mean those holidays designated as such by the city of Sonoma, including: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Eve, and Christmas Day.

C. "Leaf blower" means a portable machine, powered by a gasoline engine or electric motor, used to blow, displace, or vacuum leaves, dirt, and/or debris.

1. **"Electrically-powered leaf blower"** means any leaf blower, leaf vacuum or other leaf gathering device powered by electric means, including but not limited to battery-powered leaf blowers and cordless rechargeable leaf blowers.

2. **"Gas-powered leaf blower"** means any leaf blower, leaf vacuum or other leaf-gathering device directly powered by an internal combustion or rotary engine using gasoline, alcohol or other liquid or gaseous fluid. Lawn mowers, lawn edgers and electrically-powered leaf blowers are not included in this definition.

D. "Mixed use property" means property zoned as "Mixed Use" as provided in the city of Sonoma development code.

E. "Public property" means property zoned as "Public" or as "Park" as provided in the city of Sonoma development code, or any property owned by the city or other public street, right-of-way, or easement.

F. "Residential property" means property zoned for residential use as provided in the city of Sonoma development code, or where the principal use is residential.

9.60.030 Use Restricted.

A. In, on or upon any and all properties and areas within the city's corporate boundaries:

1. It is unlawful for any property owner (including the city) or tenant or any employee, agent or contractor working for a property owner or tenant to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose.

B. In any and all residential properties within the city's corporate boundaries:

1. It is unlawful for any property owner or tenant or any employee, agent or contractor working for a property owner or tenant to operate or authorize the operation of any type of leaf blower at any time for any purpose.

C. In any and all commercial and mixed use properties within the city's corporate boundaries:

1. It is unlawful for any property owner or tenant or any employee, agent or contractor working for a property owner or tenant to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose; however, it shall be lawful to operate and/or authorize the operation of electrically-powered leaf blowers during the following days and hours: Monday through Friday, 8:00 a.m. to 3:00 p.m.; provided, further, that it shall be unlawful to operate and/or authorize the operation of electrically-powered leaf blowers on Saturdays, Sundays, and city-designated holidays.

2. The operation of leaf blowers shall comply with noise limits set by SMC 9.56.050.

D. In any and all public properties within the city's corporate boundaries:

1. It is unlawful for any property owner or tenant or any employee, agent or contractor working for a property owner or tenant to operate or authorize the operation of a gas-powered leaf blower at any time for any purpose; however, it shall be lawful to operate and/or authorize the operation of electrically-powered leaf blowers during the following days and hours: Monday through Friday, 8:00 a.m. to 3:00 p.m.; provided further, that it shall be unlawful to operate and/or authorize the operation of electrically-powered leaf blowers on Saturdays, Sundays, and city-designated holidays.

2. The operation of leaf blowers shall comply with noise limits set by SMC 9.56.050.

9.60.040 Exemptions.

The following shall be exempt from the provisions of this chapter:

A. Emergency vehicles and all necessary equipment, including leaf blowers, utilized for the purpose of responding to an emergency, or necessary to restore, preserve, protect or save lives or property from imminent danger of loss or harm;

B. Work on capital improvements or repairs and maintenance on public property by employees or contractors of the city; provided, however, that in performing such maintenance, SMC 9.60.030 shall be complied with;

C. Emergency repair work, including the use of leaf blowers, performed by, or at the request of, a property owner on his or her private property; provided, that such emergency work shall be subject to such reasonable conditions as may be imposed by authorized city employees to mitigate the noise level of the activity;

9.60.050 Violations, penalties.

A. Any violation of this chapter may be enforced either as an infraction or as a misdemeanor, or by any remedy available to the city under this code, or under state law.

B. Notwithstanding the foregoing to the contrary, for a first violation of SMC 9.60.030, the violator shall be provided a written cease and desist warning along with a copy of this chapter.

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this ordinance and addresses the regulation of leaf blowers in the City of Sonoma or which conflicts with any provision of this ordinance, shall be deemed to conflict with the entire cohesive scheme of this ordinance. This ordinance is in conflict with and intended as an alternative to the other ballot measure(s)/ordinance(s) included on the November 8, 2016, ballot which impose restrictions on the use of leaf blowers in the City of Sonoma. If this ordinance and any such other ordinance(s) are passed by a majority voting thereon then the one with the most votes shall prevail.

Section 6. Amendment or Repeal

Except as otherwise provided herein, this ordinance may be amended or repealed only by the voters of the City.

Section 7. Effective Date.

This ordinance shall adopted upon the date that the vote is declared by the City Council and shall go into effect ten (10) days after that date subject to Section 4 hereof.



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7C

Meeting Date: 01/20/2016

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Agenda Item Title

Discussion of the Progress Report on the 2015-16 City Council Goals

Summary

On March 25, 2015 the Council held a goal-setting session which resulted in the adoption of Goals for 2015-2016. The seven GOALS include 32 key elements which define the work areas. These Goals were used as guiding principles for Department Managers in preparing the 2016 City Budget and are used by all staff as a road map of priorities for this fiscal year. This Progress Report for the first half of the fiscal year demonstrates that the City remains focused on accomplishing the Goals as set forth by the City Council.

The FY 2015-16 seven categories include:

- ❖ City Character
- ❖ Fiscal Management
- ❖ Housing
- ❖ Infrastructure
- ❖ Policy & Leadership
- ❖ Public Service & Community Resources
- ❖ Water

KEY ELEMENTS	COMPLETED	IN PROCESS	NOT YET INITIATED
32	6	16	10

Recommended Council Action

Receive status report on Council GOALS

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:

2015-16 Council Goals "Progress Report"

**COUNCIL GOALS 2015-2016
PROGRESS REPORT
JULY THROUGH DECEMBER 2015**

“TO PROVIDE SOUND MUNICIPAL LEADERSHIP IN A MANNER THAT EXEMPLIFIES SONOMA’S UNIQUE HISTORIC CHARACTER WHILE ENSURING LONGTERM VIABILITY AND SUSTAINABILITY”

CITY CHARACTER

COUNCIL GOAL: *To preserve, promote and celebrate the unique characteristics of Sonoma; encourage the incorporation of our history into City, community and business identities; focus on fostering a tourism economy while maintaining and strengthening historic values; create a sense of place for our residents in a safe, healthy & vibrant community; maintain Sonoma as a “hometown”*

Key Elements for City Character

1.	Work to realign City’s tourism-based economy with the true meaning of Sonoma’s rich history. Why do people come here? Re-emphasize our historic assets.	Sonoma Valley Tourism Bureau is working on updating the marketing and branding program. Have introduced the inclusion of the historical component into the marketing program for discussion. Working with League for Historic Preservation to amend lease to increase promotion of Maysonnave House.
2.	Make a commitment to the community for special focus or dedication	
3.	Incorporate & promote historic character in City of Sonoma materials	Redesign of City Website to reflect historic City Hall; approval of General Vallejo monument statue in downtown Plaza. Downtown Design & Preservation Guidelines study currently in progress. Installing Historic Street signs/Phase II of project which will encompass a significant portion of downtown collector streets.

4.	Establish survey mechanism to establish current needs & priorities for Tourism Industry, Business Community, City residents	Working with local company on new survey tool for City. Expect to launch 2016.
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FISCAL MANAGEMENT

COUNCIL GOAL: *Maintain high level fiscal accountability that ensures short and long-term sustainability of City's financial position; provide for effective and efficient management of local taxpayers' dollars; apply prudent internal policies and practices to assure the most cost-effective methods are utilized; be wise with our resources.*

Key Elements for Fiscal Management

1.	Adopt Balanced City Budget & Capital Improvement Plan with conservative assumptions that maintains a minimum General Fund reserve target of 25%	Balanced budget & Capital Improvement Plan adopted June 23, 2015. General Fund reserve currently at 29%.
2.	Identify long-term strategy to address the Cemetery Fund deficit * Review options for addition of a Pet Cemetery	Currently in discussions with City auditors for recommendation; coordinate with update to General Fund reserve policy.
3.	Continue to seek opportunities for new revenue sources and/or grant revenues * Review potential sale of unused real estate	City staff has reviewed all property under City ownership and no available/unused property exists at present time. Additional revenue opportunities gained: + Reimbursement of uncollectible ambulance fees for indigent care (\$70,000) + Administrative fees for CDA Bond refunding (\$30,000) + Grant for EOC Computer Laptops to replace older PC's (10 laptops)
4.	Prepare outline of steps for 2016 ballot measure to extend Measure J Sales Tax (Municipal Election-November 2016)	Presentation scheduled to Council in March 2016; ballot language must be prepared by June 2016.
5.	Continued review of public project bids to assure that City receives best quality bid based on pricing structure	On-going; all public bids are in conformance with City Purchasing Policy and/or State bidding requirements for public projects.

HOUSING

COUNCIL GOAL: *To analyze policy and programmatic tools suggested by the 2015 Housing Element update; implement strategies to facilitate creation of affordable rental and workforce housing; sustain or increase opportunities to continue the programs currently in place to maintain current affordable housing stock.*

Key Elements for Housing

1.	Support the update to the Mobilehome Rent Control Ordinance	Council has held two study sessions (4/29/2015 & 10/7/2015); draft ordinance update scheduled to begin review by Council in March 2016.
2.	Support Sonoma County Housing Authority as Housing Successor Agency for Sonoma * Affordable Housing Project on Broadway	RFP for Broadway project was issued September 2015; award for project developer December 2015 by Board of Supervisors.
3.	Continue to support affordable workforce and senior housing inventory * Continue to enforce illegal vacation rental provisions	Continued work with MuniServices to capture illegal vacation rentals; work with City Planning Dept & City Prosecutors office on follow-up and enforcement. Approx. 45 VR's captured to date this fiscal year.
4.	Encourage alternative rental housing * Cottage Housing & Jr. Second Units	
5.	Transportation: Review options for increasing public transit within Sonoma, taxi cabs, shuttles	

INFRASTRUCTURE

COUNCIL GOAL: *To provide reliable, safe and effective infrastructure (streets & roads, sidewalks, parking and pedestrian safety) throughout the City; maintain the high level of service and reliability of City facilities; monitor, mitigate and reduce community impacts related to development, infrastructure repair, community events or other outside agencies (e.g. CalTrans, County of Sonoma).*

Key Elements for Infrastructure

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1.	<p>Maintain Streets Capital repair program including sidewalk repairs; focus on sustaining PCI rating of 70 (Good) or above</p> <ul style="list-style-type: none"> * Continue work with property owners regarding responsibilities for repairs * Review cost-share formula for sidewalk repairs 	<p>Sidewalk repair program in Phase 3 of long-term program; Evaluation of PCI rating occurred in November 2015. City received rating in December with an increase from 72 to 75.</p>
2.	<p>Transportation: Review options for increasing public transit within Sonoma</p> <ul style="list-style-type: none"> * Opportunities for a downtown City shuttle service (potential for privatized service) * Review parking options/striping for taxi-cabs, motorcycles, bicycles * Continued promotion of bicycle and pedestrian friendly transportation 	<ul style="list-style-type: none"> • Installed Class II Bike lanes as a part of Napa Road Rehab Prj.
3.	<p>Continue outreach to business owners to avoid employee parking around the Plaza</p>	<p>Continued work with the Chamber through Economic Vitality Partnership Program to communicate with businesses.</p>
4.	<p>Review options for City standards for crosswalk striping; designate continental striping as the preferred alternative.</p>	<p>City Standards updated in September 2015 to designate continental striping as preferred alternative; City staff petitioning CalTrans for allowance on portion of State Hwy in City limits.</p>
5.	<p>Set policy to assure special/community events will not impact Sonoma in negative ways</p>	<p>Special Event Policy updated and enforced; City Staff monitoring as temporary Special Event Coordinator; seeking position as contract Event Coordinator for the City to better enforce City regulations.</p>

POLICY & LEADERSHIP

COUNCIL GOAL: *Provide continuing leadership as elected officials of the community; promote the highest standard of ethics and accountability; respond to County, State and Federal legislative issues with a focus on retaining local control; maintain strong relationships with institutional partners (e.g. Chamber, Visitors Bureau, TID) to maintain economic vitality; promote actions to protect agricultural and natural resources from climate change impacts.*

Key Elements for Policy & Leadership

1.	<p>Continue progress on elements of the Climate 2020 Plan Targets</p> <ul style="list-style-type: none"> * Define local healthy community strategies that reduce GHG emissions * Promote installation of renewal power in new development (solar/thermal/cogeneration) * Promote a “Green Economy” by expanding relationships with the business community 	
2.	<p>Revisit City’s customer service core values & policies</p> <ul style="list-style-type: none"> * Explore Conflict resolution options to mitigate public issues and concerns * Administer customer satisfaction surveys * Update informational resources to make more attractive & user friendly * Continue efforts to streamline internal processes 	<ul style="list-style-type: none"> • Increased use of mitigation services through the City Prosecutor’s office as proven successful with 3 situations successfully resolved • Provided Professional Development Training to all frontline staff for “Quality Service in the Public Sector” • Customer service survey to be included with online survey program
3.	<p>Maintain strong relationship with County Board of Supervisors and State Legislators</p>	<p>Continuing meeting with Sup. Gorin; hosted Legislative Committee with Assemblyman Levine and Senator Wolk. City Manager; staff communications through Congressman Thompson’s office re: Transportation issues.</p>
4.	<p>Support local business liaison services to bridge gap between Sonoma businesses and the City</p> <ul style="list-style-type: none"> * Review administrative processes to make more transparent, efficient and easier to understand 	<p>Significant outreach through SV Chamber Partnership Program; Table Talk discussions and Chamber Newsletter. Continued meetings of the Streamlining Committee and the Economic Vitality Manager to review options and processes.</p>

PUBLIC SERVICE & COMMUNITY RESOURCES

COUNCIL GOAL: *Provide continued leadership as public officials and residents of the community; display values exemplified through the extensive community-wide volunteerism by participation and actions; promote synergy of local and regional non-profits, community youth groups, School District and Sonoma Valley organizations; recognize that local agencies and non-profits fill vital roles with services that the City does not provide.*

Key Elements for Public Service & Community Resources		
1.	Create a Sonoma Community Fund equal to 1.5% of General Fund Tax Revenue sources to provide as funding opportunities for nonprofit organizations (including former designated "Tier 1") and small grants to community service organizations.	Community Fund Grant Program (draft) to be presented to Council in February for approval; grant process to be launched in April.
2.	Work with County to address lack of overall County resources available and potential long-range opportunities to share resources with the City	
3.	Review options to provide diverse and affordable recreational programs. Collaborate with other agencies and groups to achieve this objective * Create inventory of current recreation services	
4.	Support the establishment of a consortium of groups dedicated to housing support, feeding and counseling for the homeless segment of our population * Outreach to faith-based organizations & County Community Development Commission	Police Chief in discussions with faith based organizations re: inclement weather sheltering. Continue to work with Supervisor Gorin's office and Sonoma County Community Development Commission on Valleywide solutions.
5.	Explore outreach to groups dedicated to services for children & families to assess needs of this segment of the population * Consider working with Health Action Committee to inventory current resources.	
6.	Continue to provide and assess services to residences for our aging community	

WATER

COUNCIL GOAL: *Evaluate, develop and implement short and long term strategies to address the environmental and financial impacts of drought conditions; strengthen Capital infrastructure with a focus on enhancing the City's local water supply; support the value of water conservation to protect local resources.*

Key Elements for Water

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1.	<p>Enhance Sonoma’s water reduction goals by providing the public the tools they need to increase conservation</p> <ul style="list-style-type: none"> * Public forums, press releases, continued collaboration with VOM Water District on water conservation in commercial and residential daily practices * Explore opportunities to expand recycled water programs/projects * Review per capita water consumption; modified to reflect industry consumption * Engage hotels and commercial businesses in water conservation strategy * Consider grants for conservation projects for residents/businesses (e.g. greywater, fixture replacements) 	<ul style="list-style-type: none"> • Sonoma’s conservation levels have been unprecedented since July 2015 meeting and/or exceeding State requirements. City has collaborated with SCWA & VOM Water District in messaging on water conservation. • Recycled Water Prj. in partnership with SCWA to begin late Spring/early Summer. • City outreach to top 100 residential water users through water audit program to assist in reducing water consumption/public education. • Hotels continue to work on reducing water consumption through in-room information. •
2.	<p>Review options to increase capacity through new sources/more storage (current capacity 15.5 million gallons)</p>	<ul style="list-style-type: none"> • Contractor working on completing Well #8/Field of Dreams anticipated February 2016.
3.	<p>Consider drafting strategic planning document outlining policies & opportunities for achieving improvements in water security & sustainability.</p> <ul style="list-style-type: none"> * Long-term plan (10-years) for future direction 	<p>Current Water Rate Study & Capital Improvement Plan reflects 5-year program through 2019. Staff is reviewing plan on-going with SCWA. Chg to Master Meter location for bulk water purchases to correctly register water delivery at City limit line.</p>

COLOR LEGEND:

COMPLETED
IN PROCESS
NOT INITIATED

CITY COUNCIL GOALS POLICY STATEMENT:

***“OUR COUNCIL GOALS ARE LISTED ALPHABETICALLY AND NOT IN PRIORITY ORDER AS WE BELIEVE THEY ARE ALL
EQUAL IN VALUE TO THE COMMUNITY”***



CITY OF SONOMA
 City Council
 Agenda Item Summary

Agenda Item:	9
Meeting Date:	01/20/2016

Department Administration	Staff Contact Gay Johann, Assistant City Manager/City Clerk
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Agenda Item Title

Councilmembers' Reports on Committee Activities.

Summary

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

MAYOR GALLIAN	MPT AGRIMONTI	CLM. COOK	CLM. EDWARDS	CLM. HUNDLEY
City Audit Committee	LOCC North Bay Division Liaison	ABAG Alternate	ABAG Delegate	Cittaslow Sonoma Valley Advisory Council, Alt.
Marin/Sonoma Mosquito & Vector Control District	North Bay Watershed Association	City Audit Committee	Cittaslow Sonoma Valley Advisory Council	LOCC North Bay Division Liaison, Alternate
Sonoma County Mayors & Clm. Assoc. BOD	Sonoma County Mayors & Clm. Assoc. BOD, Alt.	City Facilities Committee	City Facilities Committee	Sonoma Clean Power Alt.
Sonoma County Trans. Authority & Regional Climate Protection Authority	Sonoma County Trans. & Regional Climate Protection Authority, Alternate	Oversight Board to the Dissolved CDA	Oversight Board to the Dissolved CDA, Alt.	Sonoma County M & C Assoc. Legislative Committee
Sonoma Disaster Council	Sonoma County Waste Management Agency	Sonoma Clean Power	Sonoma County Health Action & SV Health Roundtable	S. V. Citizens Advisory Commission
Sonoma Housing Corporation	Sonoma Disaster Council, Alternate	S.V. Economic Vitality Partnership, Alt.	Sonoma County M & C Assoc. Legislative Committee, Alt.	S.V. Economic Vitality Partnership
S.V.C. Sanitation District BOD	Sonoma Housing Corporation	S. V. Library Advisory Committee	Sonoma Valley Citizens Advisory Comm. Alt.	S. V. Library Advisory Committee, Alternate
S.V. Fire & Rescue Authority Oversight Committee	S.V.C. Sanitation District BOD, Alt.			
VOM Water District Ad Hoc Committee	S.V. Fire & Rescue Authority Oversight Committee			
Water Advisory Committee	VOM Water District Ad Hoc Committee, Alternate			
	Water Advisory Committee, Alternate			

Recommended Council Action – Receive Reports

Attachments: None