

**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, April 18, 2016
5:30 p.m. Closed Session (Special Meeting)
6:00 p.m. Regular Meeting**

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.

5:30 P.M. – SPECIAL MEETING - CLOSED SESSION

1. CALL TO ORDER

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

2. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION, Pursuant to Cal. Gov't Code sec. 54956.9(d)(1). Name of case: DMV, LLC v. City of Sonoma.

CONFERENCE WITH LEGAL COUNSEL -- ANTICIPATED LITIGATION, Pursuant to Cal. Gov't Code sec. 54956.9(d)(2). Number of potential cases: One

6:00 P.M. – REGULAR MEETING

RECONVENE, CALL TO ORDER & PLEDGE OF ALLEGIANCE
ROLL CALL (Agrimonti, Edwards, Hundley, Cook, Gallian)

REPORT ON CLOSED SESSION

1. COMMENTS FROM THE PUBLIC

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

2. MEETING DEDICATIONS

3. PRESENTATIONS

Item 3A: Presentation of the Cultural and Fine Arts Commission's 2016 Student Creative Arts Award

3. PRESENTATIONS, Continued

Item 3B: Recognition of Kimberly Blattner's service on the Community Services & Environment Commission

Item 3C: Children's Memorial Flag Day 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 March 21 and April 4, 2016 City Council Meetings.
Staff Recommendation: Approve the minutes.

Item 4C: Adopt Resolution to Approve the Final Parcel Map for the 7-lot Parcel Map at 405 Fifth Street West known as Fifth Street West Homes Subdivision Parcel Map No. 443, Accept all offers of dedication, and Authorize the City Manager to execute a Subdivision Improvement Agreement.
Staff Recommendation: Approve.

Item 4D: Authorize the Mayor to send letter of support for SCTA Federal FASTLANE grant application for a portion of the Highway 101 Marin/Sonoma Narrows project.
Staff Recommendation: Approve.

Item 4E: 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 4F: Approval and ratification of the appointment of Mary Sek to the Planning Commission.
Staff Recommendation: Approve and ratify the appointment.

Item 4G: Adoption of an ordinance amending Chapter 9.80 of the Sonoma Municipal Code regarding the rent control of mobilehome park spaces.
Staff Recommendation: Adopt the ordinance.

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 March 21 and April 4, 2016 City Council meetings pertaining to the Successor Agency.
Staff Recommendation: Approve the minutes.

6. PUBLIC HEARINGS

- Item 6A:** Discussion, Consideration and possible action relating to a Refuse Rate Adjustment with City Franchisee Sonoma Garbage Company, Inc. to be effective for the billing period beginning April 1, 2016. (City Manager)
Staff Recommendation: Adopt resolution approving a rate increase of 1.51% to be effective April 1, 2016
- Item 6B:** Discussion, consideration and possible action on the introduction of an ordinance amending the Development Code by implementing Housing Element measures and clarifying provisions related to the Mixed Use zone and Planned Development permits and the finding that the action is categorically exempt from environmental review. (Planning Director)
Staff Recommendation: Introduce ordinance amending the Development Code, including the finding that this action is categorically exempt from environmental review because as it can be determined with certainty that the amendments will not have any significant impact on the environment.

7. REGULAR CALENDAR – CITY COUNCIL

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

- Item 7A:** Discussion, consideration and possible action to Approve Construction of a Monument to Sonoma’s Founder, General Vallejo, in the Sonoma Plaza and Authorizing the City Manager to execute a Maintenance Agreement with the General Vallejo Monument Committee. (Public Works Director)
Staff Recommendation: Approve construction of a monument to General Vallejo in the Sonoma Plaza and Authorize the City Manager to execute a maintenance agreement with the General Vallejo Monument Committee.
- Item 7B:** Discussion, consideration and possible action regarding an appeal of the Community Services and Environment Commission decision related to the Plaza Use fees for the 2016 Tuesday Night Farmers Market. (Assistant City Manager)
Staff Recommendation: Council discretion.
- Item 7C:** Discussion, consideration and possible action on the selection of a consultant for the preparation of a housing impact fee nexus study, as called for in the City of Sonoma Housing Element. (Planning Director)
Staff Recommendation: Authorize staff to execute a contract with Keyser-Marston/KWA for the preparation of a nexus study in conjunction with an evaluation of the City’s inclusionary housing program, including optional tasks “C” and “E” as set forth in the proposal.
- Item 7D:** Discussion, consideration and possible action providing direction to the Mayor regarding the City’s vote on an appointment by the City Selection Committee to the Remote Access Network (RAN) Board at their May 12, 2016 meeting. (Assistant City Manager)
Staff Recommendation: Provide direction to the Mayor regarding the RAN Board appointment.

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 April 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: 04/18/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Presentation of the Cultural and Fine Arts Commission's 2016 Student Creative Arts Award

Summary

The Cultural and Fine Arts Commission sponsors the Student Creative Arts Award program. The program is open to Sonoma Valley residents between the age of sixteen and twenty-one who are studying visual, literary or performing arts and features a \$2,000 award.

The Commission recently selected Kaylin Riebli as the recipient of the 2016 Student Creative Arts Award. They also granted \$500 awards of merit to Anika Ljung and Lucy Houghton. Kate Schertz, CFAC Chair, will present the award to Ms. Riebli.

Recommended Council Action

Receive the presentation.

Alternative Actions

N/A

Financial Impact

The \$3,000 award money is included in the Cultural and Fine Arts Commission 2015/16 budget.

Environmental Review

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

Status

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

Attachments:

Certificate
Photo and news article

Alignment with Council Goals:

PUBLIC SERVICE & COMMUNITY RESOURCES - *"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."*

cc:

Kaylin Riebli and CFAC members, via email

**CITY OF SONOMA
CULTURAL & FINE ARTS COMMISSION
2016 CREATIVE ARTS AWARD**

IS HEREBY GRANTED TO

Kaylin Riebli

FOR OUTSTANDING TALENT

PRESENTED THIS 18TH DAY OF APRIL 2016

Kate Schertz, CFAC Chair

Kaylin Riebli wins Student Creative Arts Award



Kaylin Riebli graced the runway with her winning design at the Trashion Fashion Show at the Vets Center in 2015. (File Photo by Robbi Pengelly/Index-Tribune)

Kaylin Riebli wins Student Creative Arts Award

LORNA SHERIDAN

INDEX-TRIBUNE EDUCATION EDITOR | March 10, 2016

Sonoma theatergoers and fashionistas are likely already familiar with the work of Kaylin Riebli, a senior at Sonoma Valley High School. Last week, the creativity and artistic sensibilities of Riebli, the daughter Carol Anne Marioni and Sean Riebli, garnered her the City of Sonoma Cultural and Fine Arts Commission's 2016 Student Creative Arts Award.

"Kaylin is, without doubt, the most extraordinarily talented high school costume and set designer I have met," said SVHS drama teacher and director Jane Martin. "Her work is beautiful and scenically perfect."

Riebli served as the head costume designer and wardrobe for SVHS' productions of "Beauty and The Beast" and "Alice in Wonderland," and for "Into the Woods" at the Presentation School. She is also experienced in set design, having sketched the backdrop pieces and collaborated with the art department for the sets for SVHS' "Guys & Dolls." Outside of school, Riebli served as the stage manager for "Noises Off" at the Sonoma Community Center and as assistant stage manager for "Carrie: The Musical" and "A Modern Encounter."

Moira McGovern, resident stage manager of Sonoma Arts Live added, "Kaylin is a stand-out and an original: talented, intuitive, dedicated and focused in her pursuits. Her reputation is that of a dedicated and consummate professional who displays consistent grace under pressure, problem-solving."

Beyond costume design, Ribeli loves fashion. She won first place in the teen category of Sonoma's famed Fashion Trashion show in both 2012 and 2015. And her artistic experience extends beyond costume and set design. At the high school, she has taken courses in advance video production, drama, art, and photography 1 and II. One of her landscape photos is currently featured in Bank of Marin's 2016 calendar.

"Art is my voice," said Riebli. "My dream is to attend college in theater studies with the goal of becoming a costume designer for television and films. Theater grants me glimpses into worlds beyond my own. I want to inspire people to embrace their differences as well as celebrate the uniqueness of people around them."

Each year the Cultural & Fine Arts Commission solicits entries from local students, ages 16 to 21 who are studying visual, literary or performing arts.

Applicants submit a portfolio of their work and an essay explaining the role their art plays in their lives, and then the commissioners meet with each applicant.

According to the Commission, this year's applicants included musicians, a dancer, several painters, a budding music entrepreneur and a photographer. "Choosing just one of these extremely talented budding artists was a challenge that ended with the selection of Kaylin, in recognition of her already demonstrated abilities and her determination to make it in the world of theatrical costume design," said CFAC chair Kate Schertz.

Riebli said, "My Sonoma teachers, directors, community theater and friends and family have not only encouraged me but have provided me with real opportunities and experiences to follow my passion in costume design. I'm so excited to represent Sonoma Valley in my 'next chapter' at University. I look forward to someday giving back to this community that has given me so much."

"One fateful day, I walked into the drama class and introduced myself to the teacher and director, Mrs. (Jane) Martin, where I was welcomed with cheerful,

open arms. It was as if a light had finally been turned on; I had found my place," she said.

Riebli is eager to learn where her "place" will be next year. She is waiting to hear back from colleges, all in Southern California, including UCLA, UC San Diego, UC Santa Barbara, UC Irvine, Chapman University and Occidental College.

She will be recognized and presented with a check for \$2,000 at an upcoming City Council meeting. The money is to be used to further her arts education in college.

Past CFAC Student Creative Arts Award Winners

2015 Jeffrey Peterson

2014 Maya Harris

2013 Maya Smoot

2012 Esmeralda Chavez-Mata

2011 Sarah Summers

2010 Michael Starr

Contact Lorna at lorna.sheridan@sonomanews.com.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3B

Meeting Date: 04/18/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Recognition of Kimberly Blattner's service on the Community Services & Environment Commission

Summary

The City Council desires to publicly recognize the volunteers who so selflessly serve on the various City commissions. 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 special event applications. The Commission is made up of nine members plus an Alternate.

Kimberly Blattner has served on the Community Services and Environment Commission since 2009.

Recommended Council Action

Mayor Gallian to present a certificate of appreciation to Ms. Blattner.

Alternative Actions

N/A

Financial Impact

N/A

Environmental Review

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

Status

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

Attachments:

Certificate of Appreciation

cc:

Kimberly Blattner via email

CITY OF SONOMA
Certificate of Appreciation

PRESENTED TO

Kimberly Blattner

FOR SERVICE ON THE

COMMUNITY SERVICES & ENVIRONMENT COMMISSION
2009 - 2016

PRESENTED THIS 18TH DAY OF APRIL 2016

Laurie Gallian, Mayor



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3C

Meeting Date: 04/18/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Children's Memorial Flag Day Proclamation

Summary

The committee to Minimize Occurrences of Violence in Everyday Society (MOVES) has requested recognition of Children's Memorial Flag Day by a proclamation declaring the Fourth Friday of April 2016 Children's Memorial Flag Day and by flying the Children's Memorial Flag at City Hall on April 29, 2016 as has been done in previous years. A MOVES representative will be present to receive the proclamation.

In keeping with City practice, proclamation recipients have been asked to keep the total length of their follow-up comments and/or 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: Stephen Berry via email

City of Sonoma



Proclamation CHILDREN'S MEMORIAL FLAG DAY

Whereas, throughout America, tragic cases of violence against children are occurring with increasing frequency and senselessness, destroying innocent lives and devastating families; and

Whereas, Sonoma County has had violent preventable child deaths by guns, knives, automobiles, physical abuse, and suicide; and

Whereas, the people of the City of Sonoma believe in the celebration of life, diversity, and hope for the future through our children, and deplore and condemn acts of violence committed upon the children of our community; and

Whereas, the Board of MOVES (Minimize Occurrences of Violence in Everyday Society) and the Sonoma County Human Services Department are committed to raising individual and public consciousness of the need to care for all our children and to honor young lives lost; and

Whereas, the Sonoma County Regional Parks Foundation is building the Children's Memorial Grove at Spring Lake Park dedicated to the memory of Sonoma County's children who have passed away; and

Whereas, MOVES has acquired a Children's Memorial Flag from the Child Welfare League of America, which has become a recognizable symbol of the need to do a better job of protecting children, and which is sponsoring a national effort to memorialize child victims, and which has been adopted in other California communities; and

Whereas, the Children's Memorial Flag will be flown at City Hall on April 29, 2016 in remembrance of young lives cut short by senseless violence.

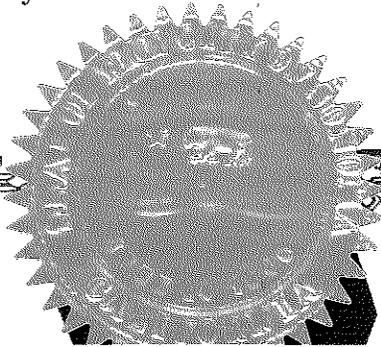
NOW, THEREFORE, I, Laurie Gallian, Mayor of the City of Sonoma, do hereby proclaim the fourth Friday of April 2016

CHILDREN'S MEMORIAL FLAG DAY

In the City of Sonoma and I urge all citizens to increase their participation in efforts to prevent child abuse and child death, and to support the Children's Memorial Grove, thereby strengthening the community in which we live.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sonoma to be affixed this 18th day of April 2016.

LAURIE GALLIAN, MAYOR





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 04/18/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the minutes of the March 21 and April 4, 2016 City Council Meetings.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Minutes

Alignment with Council Goals: N/A

cc: N/A

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

Community Meeting Room, 177 First Street West, Sonoma CA



**Monday March 21, 2016
6:00 p.m.

MINUTES**

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

OPENING

Mayor Gallian called the meeting to order at 6:00 p.m. Lynn Watts led the Pledge of Allegiance.

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

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

City Manager Giovanatto requested that Council add an item to the agenda as an urgency item stating that the need to take action arose after the publication of the agenda. The public comment period was opened and closed with none received. It was moved by Clm. Agrimonti, seconded by Clm. Edwards, to add as Item 7E "Authorize the City Manager to send letter of support for the application of Sonoma County Regional Parks to the Sonoma County Agricultural Preservation and Open Space District for funding of improvements at Maxwell Farms Regional Park". The motion carried unanimously.

1. COMMENTS FROM THE PUBLIC

Jeff Stuhr stated that it was duck mating season again and he had already intervened to stop a person from chasing and hitting a duck. He encouraged the City to post signs aimed at protecting the ducks in the Plaza.

Anna Gomez commented about the sanitation district status and the potential impact of any additional development in the City.

Community Services and Environment Commission (CSEC) members Denise Wilbanks, Ken Brown, and Fred Allebach commented about the condition of the Plaza restrooms and stated that CSEC would be submitting some recommendations to the City Council in that regard.

Ken Brown invited all to attend the April 29 Arbor Day Celebration and asked the Council to dedicate the meeting in the memory of local beloved teacher David Neubacher.

2. MEETING DEDICATIONS

Mayor Gallian dedicated the meeting in the memory of David Neubacher.

3. PRESENTATIONS

Item 3A: Sexual Assault Awareness Month Proclamation

There was no one was present from Verity to receive the proclamation so it was not read.

Item 3B: National Crime Victims' Rights Week Proclamation

Mayor Gallian read aloud the proclamation and presented it to Victim Advocate Alex Perry.

Item 3C: Vintage House 2015-16 Status Update

Executive Director Cynthia Scarborough and Board President Bill O'Neil reported on the activities and accomplishments of Vintage House Senior Center. They spoke of the expanding population of seniors and the need for increased services. Although they rely mostly on volunteers it was a challenge to meet their budget needs. Ms. Scarborough asked the Council to recognize Vintage House as a direct provider of core city services and continue to provide funding for operations not linked to a specific program.

Item 3D: Discussion, consideration and introduction of the draft Climate Action 2020 Plan

Planning Associate Atkins introduced Lauren Casey, Caroline Glaton, and Suzanne Smith of the Regional Climate Protection Authority who described their efforts and the process utilized in the development of the draft "Climate Action 2020 Plan: A Regional Program for Sonoma County Communities". Ms. Smith explained that the plan was a regional greenhouse gas emissions reduction program and each participating community would contribute towards the target of 25% below 1990 levels by the year 2020 on a path towards a long term goal of 80% below 1990 levels by 2050.

Mayor Gallian invited comments from the public. Jerry Bernhaut stated his belief that the County's assessment of the GHG inventory was flawed and that he had serious concerns about that and their on-road transportation assessments and calculations.

Fred Allebach agreed with Mr. Bernhaut.

Tom Conlon, an energy efficiency consultant, stated he was on board to assist staff and the public to ensure that the concerns of the public were understood.

Each of the Councilmembers thanked staff for their continued efforts in this matter. It was moved by Cim. Hundley, seconded by Cim. Cook, to direct the CSEC to review the draft plan and provide recommendations to the City Council when it comes to them for final approval. The motion carried unanimously.

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 March 7, 2016 City Council Meeting.

Item 4C: Second Reading and Adoption of an Ordinance Adding Chapter 9.60 to the Sonoma Municipal Code regulating and prohibiting the use of leaf blowers within the City's limits and finding the adoption thereof is categorically exempt under the Cal. Environmental Quality Act (CEQA) pursuant to, inter alia, sections 15061(b)(3) and 15305 of the CEQA Guidelines. Removed from consent, see below.

Item 4D: Approval to Reject All Bids for the West Napa Street Water System Replacement Project No. 1303.

Clm. Edwards removed Item 4C. The public comment period was opened and closed with none received. It was moved by Clm. Cook, seconded by Clm. Agrimonti, to approve the items remaining on the Consent Calendar. The motion carried unanimously.

Item 4C: Second Reading and Adoption of an Ordinance Adding Chapter 9.60 to the Sonoma Municipal Code regulating and prohibiting the use of leaf blowers within the City's limits and finding the adoption thereof is categorically exempt under the Cal. Environmental Quality Act (CEQA) pursuant to, inter alia, sections 15061(b)(3) and 15305 of the CEQA Guidelines.

Clm. Edwards commented that the agenda item and the ordinance title did not specify the type of leaf blowers being prohibited. Attorney Walter stated that the ordinance regulated electric leaf blowers and banned gas powered leaf blowers.

Mayor Gallian invited comments from the public. Georgia Kelly stated she noticed the same thing about the title.

Virginia Hogan stated the ban was very discriminatory against landscapers and that it would take money out of people's pockets.

Ken Brown stated it was the public's right to have a vote on this issue.

Miguel Rivera, Rafael Corial, Eric Pooler, James Cannard, Patty Defern, and a number of unnamed landscaping professionals went to the podium and expressed their disagreement with the ban on gas powered leaf blowers.

James Whaley reported that a ban in Burbank left the City looking dirty and unkempt. He said the ban would place an extra financial burden on landscaping businesses and would affect a lot of people.

The following spoke in support of the ordinance: Anna Gomez, David Eichar, Tiare Welch, Jack Wagner, Sarah Ford, and Bob Edwards.

Rich Androtti stated that City staff used leaf blowers to clean Fryer Creek Park and questioned who would have to pay for the extra time it would take them without leaf blowers.

Jerry Marino stated that the Councilmembers were elected to represent the residents. He questioned why Councilmembers changed their mind after voting unanimously to put the matter on the ballot. He also stated that City workers would not be able to keep up with the leaves using rakes. Mr. Marino stated that he would be collecting signatures to put the matter on the ballot. John Fanucchi said the matter should go to the voters.

Councilmembers Cook, Agrimonti and Mayor Gallian stated their continued support of the compromise ordinance. Councilmembers Hundley and Edwards stated their reasons for opposing the ordinance. It was moved by Clm. Cook, seconded by Clm. Agrimonti, to adopt Ordinance Number 01-2016 entitled An Ordinance of the City Council 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. The motion carried with the following roll call vote: AYES: Cook, Gallian, Agrimonti. NOES: Hundley, Edwards. ABSENT: None.

RECESS: The meeting recessed 8:13 to 8:18 p.m.

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

Item 5A: Approval of the portions of the minutes of the March 7, 2016 City Council meeting pertaining to the Successor Agency.

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

6. PUBLIC HEARING – None Scheduled

7. REGULAR CALENDAR – CITY COUNCIL

Item 7A: Discussion, consideration, and possible action on the provision of funding for an affordable housing development proposed for 20269 Broadway.

Planning Director Goodison reported that in October 2007, the City of Sonoma Community Development Agency (CDA), using funds for its Low-Moderate Income Housing Fund, purchased the property located at 20269 Broadway with the intent of developing it with affordable housing. In 2012 ownership of the site was transferred to the Sonoma County Community Development Commission (CDC) as parent agency of the Sonoma County Housing Authority and in its capacity as Successor Housing Agency, as a result of the termination of redevelopment agencies throughout California. In collaboration with Satellite Affordable Housing Associates (SAHA), a non-profit development partner, the CDC has proposed to develop the Broadway site with an affordable rental project. The site has a General Plan land use designation of Mixed Use and zoning designation of Mixed Use, which allows a residential density of up to 20 units per acre, with greater densities allowed for affordable housing. The site was identified in the City's Housing Element as a "Housing Opportunity Site," meaning that it was considered to be a suitable candidate for development with affordable housing.

Goodison added that the proposed project was directly responsive to the City of Sonoma's 2015-2023 Regional Housing Needs Allocation with respect to the need for housing at the low and very-low income levels. He pointed out that the City Council's adopted goals for 2015-2016

included the following goal with respect to housing: *“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.”* Goodison stated that the project pro forma identified a local funding gap of approximately \$645,000 with respect to the cost of developing the proposed project and the provision of local funding assistance would significantly improve competitiveness for the award of Federal tax credits necessary to fund the proposed Project and would facilitate predevelopment activities including environmental review, site design, and neighbor outreach.

Goodison stated that staff recommended that the City Council allocate \$100,000 from the Special Projects fund, limited to predevelopment costs associated with the proposed Project, and authorize the City Manager to negotiate and execute an agreement with the CDC and SAHA for the disbursement of these funds and find the proposed project the City Council's top priority with respect to applications for CDBG funds and other applicable funding and grants for affordable housing that may be available and find that the action was exempt from environmental review.

John Haig, Deputy Director of Sonoma County CDC stated that the County, as owner of property, must follow redevelopment law, which required that the site only be used for affordable housing purposes. He explained the request for proposal process utilized by the County and described the criteria used in the selection of SAHA, noting that one of their strongest attributes was their commitment to community engagement.

Mayor Gallian invited comments from the public. Lynda Corrado stated there was a huge need for this type of development. She suggested the City impose a fee on developers to help subsidize affordable housing.

Lynn Watts stated that using the \$100,000 for a traffic study was a waste of money and it should go for an environmental impact report instead. She said sewer capacity, air pollution and other issues needed to be addressed and that she also disagreed with using public funds to advance a private project.

Bob Moser, Anna Gomez, Mary Huber, Ellen Fetty, Debra Dado, Virginia Hogan, and Eric Pouler agreed with the comments made by Ms. Watts. Some added their concerns related to traffic and parking.

Fred Allebach, Rosemarie Pedranzini, Bob Edwards, Christine Mismar, Jeannette Fung and Jack Wagner spoke in support of the project and the City's backing of it.

Mayor Gallian confirmed that the affordable units would apply towards the City's required number of affordable units.

Clm. Agrimonti confirmed that the Planning Commission would make the decision about requiring an environmental impact report and that decision was appealable to the City Council.

Clm. Edwards expressed his support for the project and stated that the \$100,000 would demonstrate that the Council was serious about affordable housing.

Clm. Hundley confirmed that a collaborative process would be utilized in review of the project.

Clm. Cook agreed with Clm. Edwards that the money would show the City had skin in the game.

It was moved by Clm. Agrimonti, seconded by Clm. Hundley to adopt Resolution Number 05-2016 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA IDENTIFYING THE PROPOSED AFFORDABLE HOUSING PROJECT AT 20269 BROADWAY AS THE COUNCIL'S TOP HOUSING GRANT PRIORITY AND ALLOCATING \$100,000 FROM THE SPECIAL PROJECTS FUND FOR PREDEVELOPMENT COSTS and make a finding that the action was categorically exempt from environmental review because predevelopment activities do not constitute a "project" as defined in Section 15378 of the California Environmental Quality Act. The motion carried unanimously.

RECESS: The meeting recessed 10:03 to 10:11 p.m.

Item 7B: Discussion, Consideration and Possible Action to Provide Direction on Options for an Ordinance Regulating Second-Hand Smoke by Prohibiting Smoking in and Around Workplaces, Public Places and Multi-Unit Housing.

City Manager Giovanatto and Assistant City Attorney Pistole provided background on this issue. Attorney Pistole explained that there was a very narrow scope under which the Council Could make changes to the current ordinance because it had been adopted by a vote of the people. To affect any change a ballot measure must appear on the November ballot to either (1) implement new/updated regulations by voter approval, or (2) repeal the existing ordinance. She said staff was recommending that Council focus on preparing a new comprehensive ordinance to be adopted with an effective date on the day following the ratification of the results of the November election. Staff further recommended that Council prepare a ballot measure that repealed the existing ordinance. This would allow voters to repeal the existing ordinance/ballot measure with full knowledge and assurance that a new smoking ordinance was adopted and would be effective upon the repeal of the existing ordinance.

Mayor Gallian invited comments from the public. Misty Brown, Pam Granger, Lynda Corrado, Jill Whitman and Elizabeth Emerson spoke in favor of stronger regulations pertaining to smoking.

The City Council, by unanimous consensus, confirmed their desire to adopt the more restrictive ordinance and place the repeal of the existing ordinance on the November ballot. Attorney Pistole led Council through a matrix of options asking for straw polls on each topic. When completed she stated that the direction provided by Council would be incorporated into a comprehensive ordinance and brought back for Council's further consideration.

Item 7C: Discussion, Consideration and Possible Action to Establish a Joint Study Session with the Planning Commission to Discuss Affordable Housing (Requested by Councilmember Hundley).

Clm. Hundley explained that her intent was to conduct a study session regarding the larger picture of housing issues, not strictly affordable housing.

Mayor Gallian invited comments from the public. Robert Felder stated on behalf of the Planning Commission that they would welcome the opportunity. Jack Wagner stated it was a great idea.

Council reached a unanimous consensus to schedule the joint session.

7. REGULAR CALENDAR – CITY COUNCIL, Continued

Item 7D: Discussion, Consideration and Possible Action to Establish a Decorum Policy for Public Meetings (Requested by Mayor Gallian).

This item was continued to a future meeting.

Item 7E: Discussion, Consideration and Possible Action to authorize the City Manager to send letter of support for the application of Sonoma County Regional Parks to the Sonoma County Agricultural Preservation and Open Space District for funding of improvements at Maxwell Farms Regional Park.

City Manager Giovanatto provided the background on this request. The public comment period was opened and closed with none received. It was moved by Clm. Edwards, seconded by Clm. Agrimonti, to approve the item. The motion carried unanimously.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

9. COUNCILMEMBERS' REPORTS AND COMMENTS

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

11. COMMENTS FROM THE PUBLIC

12. ADJOURNMENT

The meeting was adjourned at 11:23 p.m. in the memory of David Neubacher.

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 2016.

Gay Johann
Assistant City Manager / City Clerk

CITY OF SONOMA

CITY COUNCIL SPECIAL MEETING

Monday April 4, 2016, 4:00 p.m.

**Sonoma Veterans Memorial Building
126 First Street West, Sonoma CA 95476**



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

MINUTES

1. CALL TO ORDER

Mayor Gallian called the meeting to order at 4:00 p.m. Robert Parmelee led the Pledge of Allegiance.

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

OTHERS PRESENT: City Manager Giovanatto, Assistant City Manager/City Clerk Johann, City Attorney Walter

2. COMMENTS FROM THE PUBLIC

Ken Brown announced upcoming events.

3. MEETING DEDICATIONS

CIm. Edwards dedicated the meeting in the memory of Tom Bova and Carole Downing.

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

Item 4A: Approval of application for Temporary Use of City Streets by the Sonoma Community Center for the July 4 Parade on Monday, July 4, 2016.

Item 4B: Consideration and Possible Action to Approve an Agreement with Maven Events & Marketing Solutions, LLC to provide Special Event Management Services for the City of Sonoma. Approved and City Manager was authorized to sign.

The public comment period opened and closed with none received. It was moved by CIm. Cook, seconded by CIm. Edwards, to approve the consent calendar. The motion carried unanimously.

5. REGULAR CALENDAR – CITY COUNCIL

Item 5A: Discussion, consideration and possible introduction of ordinance amending Chapter 9.80 of the Sonoma Municipal Code Regarding the Rent Control of Mobilehome Park Spaces.

City Attorney Walter provided the history and background on the process that led to the introduction of the ordinance relating to Mobilehome Park Rent Control. He stated that the decisions made and direction provided by the Council at the October 7, 2015 meeting had been incorporated into the draft ordinance being introduced. Attorney Walter then explained the major components as follows. The ordinance:

Disbands the Mobilehome Park Rental Review Board as the decision maker on rent increase applications and assigns that responsibility to the City Manager, whose decision is based on experts' evaluations and other written submissions without hearing, and is appealable to an independent hearing officer selected through the State's Office of Administrative Hearings or other agency providing such services.

Authorizes the City Manager to retain experts to assist the City Manager in making decisions on individual rent increase applications and requiring the applicant to advance funds to pay for such experts. It allows the applicant to recoup those costs in the form of rent increases if the applicant is successful in achieving the results sought in its application.

Establishes a process whereby the residents, in response to the filing of a rent increase application, can make a settlement offer to the applicant-park owner agreeing to accept a certain rent increase. If that offer is not accepted by the park owner and the application is prosecuted to a final decision that is less favorable than the settlement, then the park owner is not entitled to recover its expenses incurred in prosecuting its rent increase application after the offer was made by the residents and the residents' costs in defending the application incurred after the offer was made are recoverable against the park owner.

Requires that each park's residents annually elect a resident as the residents' representative. This representative is vested with the authority to speak on behalf of and bind the residents to certain decisions made by the representative.

Reduces the amount by which the park owners may increase the rent of a mobilehome space when ownership of the mobilehome is transferred from 10% of the previous rent to 5% of the previous rent charged to the previous tenant.

Expands the definitions and provisions governing what constitutes income and expenses in the context of a petition seeking rental increases in order to maintain net operating income. Except where settlement offers have been made by the homeowners or park owner, requires that the legal and expert fees and other costs incurred by a park owner in processing a successful rent increase application be passed through to the residents, provided that they are amortized over 5 years with interest.

Authorizes residents to petition for rent reductions in those situations where the park has reduced services or amenities as defined in the proposed revisions.

Subject to City Council approval the City Manager is authorized to adopt rules and regulations implementing the ordinance.

Mayor Gallian invited comments from the public. Attorney for the park residents Will Constantine stated that staff had done a good job incorporating the decisions made at the last study session. He expressed support for the ordinance and that he felt the settlement procedures were reasonable.

Dean Moser, owner of Pueblo Serena, stated his objection to the ordinance claiming that park owners had not been fairly included in the process and that rent control was socialism.

Phil Taylor, HCA Management Company (Pueblo Serena), stated that the time Council spent with the two sides was significantly imbalanced and the ordinance was forcing the private sector to underwrite rents.

David Brigode supported the ordinance and recommended that it be followed up with supportive and explanatory rules and regulations.

Bonnie Joy Kaslan, Dianne Ramos, and Ann Cochilintas spoke in favor of the ordinance and thanked the City Council for their support of the mobilehome park residents.

CIm. Hundley stated she would like to see language included to address the issue in the case a Designated Tenant Representative (DTR) failed to adequately fulfill their responsibilities.

Mayor Gallian confirmed that the ordinance authorized the City Manager to formulate rules and regulations.

CIm. Cook stated his preference that the City Council formulate the rules and regulations.

Attorney Walter reported one correction to the draft ordinance on page 34, replacing the words “community development” with “City Manager” department.

It was moved by CIm. Hundley, seconded by CIm. Edwards, to introduce the ordinance adding verbiage about the DTR and making the correction pointed out by Attorney Walter. The motion carried unanimously.

6. ADJOURNMENT

The meeting was adjourned at 5:35 p.m. in the memory of Tom Bova and Carole Downing.

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 2016.

Gay Johann
Assistant City Manager / City Clerk



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4C

Meeting Date: 04/18/2016

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director/City Engineer

Agenda Item Title

Adopt Resolution to Approve the Final Parcel Map for the 7-lot Parcel Map at 405 Fifth Street West known as Fifth Street West Homes Subdivision Parcel Map No. 443, Accept all offers of dedication, and Authorize the City Manager to execute a Subdivision Improvement Agreement

Summary

The Tentative Map application for this proposed Final Parcel Map was approved by the Planning Commission on February 12, 2015. The project involves developing the 0.5-acre site with a residential Planned Development consisting of 7 "townhome" style units, including 1 medium income designated unit. This project will include subdividing the existing property into seven individual properties plus an 8th parcel for the driveway, common areas, and landscaping. The City Engineer has reviewed the Final Map and has determined that it is in compliance with the Subdivision Map Act and the City's development code, and is in substantial compliance with the approved Tentative Map. Conditions of approval required for the Final Map approval will be met prior to recordation of the Final Map.

The public improvements of approved Improvement Plans have not yet been constructed. Thus, the developer desires to execute a Subdivision Improvement Agreement per Sonoma Municipal Code 19.70.040. A draft of that agreement has been attached for review. The developer has submitted a cash deposit to be used as financial security to ensure that the improvements will be constructed..

Recommended Council Action

Adopt resolution approving the Final Parcel Map for the 7-lot Parcel Map No. 443, Accept all offers of dedication, and Authorize the City Manager to execute a Subdivision Improvement Agreement

Alternative Actions

Council discretion.

Financial Impact

The City will assume responsibility for the public improvements when constructed by the developer.

Environmental Review

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

Status

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

Attachments:

Resolution
Final Parcel Map
Draft Subdivision Improvement Agreement

Alignment with Council Goals:

This item is not directly related to any stated Council Goals.

cc:

CITY OF SONOMA

RESOLUTION NO. __ -2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA
APPROVING THE FINAL MAP FOR THE 7-LOT FIFTH STREET WEST HOMES SUBDIVISION
PARCEL MAP NUMBER 443 AT 405 FIFTH STREET WEST, ACCEPTING OFFERS OF
DEDICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A
SUBDIVISION IMPROVEMENT AGREEMENT

WHEREAS, the City Council is requested to approve the Final Map for the 7-lot Fifth Street West Homes Subdivision Parcel Map Number 443 at 405 Fifth Street West and accept offers of dedication made thereon; and,

WHEREAS, the City Engineer has reviewed the Final Map and has determined that it complies with all applicable provisions of the development code and the Subdivision Map Act; and,

WHEREAS, the City Engineer has reviewed the Final Map and has determined that it is in substantial compliance with the Tentative Map approved on February 12, 2015; and,

WHEREAS, the developer desires to enter into a Subdivision Improvement Agreement prior to constructing public improvements; and,

WHEREAS, the City Engineer has prepared a Subdivision Improvement Agreement in a form that has been approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sonoma hereby approves the Final Map and accepts all of the offers of dedication made thereon, subject to meeting conditions of approval required for the Final Map.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager to execute a Subdivision Improvement Agreement with the developer for the construction of public improvements.

ADOTPED the 18th day of April, 2016, by the following vote:

AYES:
NOES:
ABSENT:

Laurie Gallian, Mayor

ATTEST:

Gay Johann
Assistant City Manager/City Clerk

OWNER'S STATEMENT

WE THE UNDERSIGNED, STATE THAT WE ARE THE SOLE OWNER OF AND HAVE THE RIGHT, TITLE, AND INTEREST IN AND TO THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND ARE THE ONLY PERSON(S) WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO THE SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP OF THE SUBDIVISION SHOWN WITHIN THE BOUNDARY LINES. WE HEREBY DEDICATE TO THE PUBLIC ALL OF PARCEL B AND FOR PUBLIC USE WITHIN THE LIMITS OF PARCEL A EASEMENTS FOR WALKWAY AND PUBLIC UTILITIES, PUBLIC STORM DRAINAGE, PUBLIC UTILITY SERVICES, THE PUBLIC UTILITY COMPANIES AND THE CITY OF SONOMA UTILITY AND PUBLIC WORKS DEPARTMENTS ACCESS FOR REPAIR AND MAINTENANCE OF THE PUBLIC UTILITIES AND PUBLIC STORM DRAIN.

405 5TH STREET WEST, LLC
A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____
TREVOR MOSS, MANAGER

OWNER'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THE CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____, BEFORE ME, _____

NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/ THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR _____ MY COMMISSION EXPIRES
SAID STATE AND COUNTY _____

COUNTY TAX-COLLECTOR'S CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THE SUBDIVISION OR ANY PART THEREOF, FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE. MY ESTIMATE OF TAXES NOT YET PAYABLE IS \$ _____ THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAID IN FULL. SECURITY REQUIRED PURSUANT TO GOVERNMENT CODE SECTION 66493 (A) AND 66493 (C) ARE HEREBY ACCEPTED AND APPROVED.

DATED: _____

TAX COLLECTOR _____
COUNTY OF SONOMA, STATE OF CALIFORNIA

COUNTY CLERK'S CERTIFICATE

I CERTIFY THAT ALL BONDS, MONEY OR NEGOTIABLE BONDS REQUIRED UNDER THE PROVISIONS OF THE SUBDIVISION MAP ACT TO SECURE PAYMENT OF TAXES AND ASSESSMENTS HAVE BEEN FILED WITH, AND APPROVED BY, THE COUNTY OF SONOMA: NAMELY BONDS UNDER GOVERNMENT CODE SECTIONS 66493 (A) AND 66493 (C) IN THE SUMS OF \$ _____ \$ _____ RESPECTFULLY.

DATED: _____

CLERK OF THE BOARD OF SUPERVISORS _____
COUNTY OF SONOMA

CITY TAX AND ASSESSMENT CERTIFICATE

ACCORDING TO THE RECORDS IN THE OFFICE OF THE UNDERSIGNED, THERE ARE NO LIENS AGAINST THE SUBDIVISION OR ANY PART THEREOF FOR UNPAID MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. MY ESTIMATE OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE IS \$ _____ THE LAND IN SAID SUBDIVISION IS NOT SUBJECT TO A SPECIAL ASSESSMENT OR BOND WHICH MAY BE PAID IN FULL.

DATED: _____

REDEMPTION OFFICER _____
CITY OF SONOMA

CITY CLERK CERTIFICATE

I, _____, CLERK OF THE CITY COUNCIL OF THE CITY OF SONOMA, DO HEREBY CERTIFY THAT SAID CITY COUNCIL DID Y PASSSES ON THE _____ DAY OF _____, 2016, ITS RESOLUTION NO. _____ BY WHICH IT APPROVES AND ADOPTS THIS MAP OF FIFTH STREET WEST HOMES SUBDIVISION, CITY OF SONOMA, STATE OF CALIFORNIA, AND ACCEPTS THE OFFER OF DEDICATION OF PARCEL B AND FOR PUBLIC USE WITHIN THE LIMITS OF PARCEL A EASEMENTS FOR WALKWAY AND PUBLIC UTILITIES, PUBLIC STORM DRAINAGE, PUBLIC UTILITY SERVICES, THE PUBLIC UTILITY COMPANIES AND THE CITY OF SONOMA UTILITY AND PUBLIC WORKS DEPARTMENTS ACCESS FOR REPAIR AND MAINTENANCE OF THE PUBLIC UTILITIES AND PUBLIC STORM DRAIN.

DATED: _____

CITY CLERK _____
CITY OF SONOMA, STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED FOR RECORD THIS _____ DAY OF _____, 2016,
AT _____ M. IN BOOK _____ OF MAPS, AT PAGES _____, SONOMA
COUNTY RECORDS AT THE REQUEST OF THE CITY OF SONOMA CITY ENGINEER.

DOC. NO. _____

FEES: _____

COUNTY RECORDER _____

DEPUTY _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF 405 5TH STREET WEST, LLC IN SEPTEMBER, 2015. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS PRIOR TO THE COMPLETION DATE STATED IN THE SUBDIVISION IMPROVEMENT AGREEMENT, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP.

CLARK E. STONER, P.L.S. 8750

DATED: _____

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE MAP THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATION THERETO. THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DAN TAKASUGI, REG. 72166

CITY ENGINEER, CITY OF SONOMA

DATED: _____

I HEREBY STATE THAT THE MAP OF THIS SUBDIVISION WAS EXAMINED BY ME OR UNDER MY DIRECTION ON BEHALF OF THE CITY ENGINEER AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT.

RICHARD A. MADDOCK, P.L.S. 8731

DATED: _____

FINAL MAP

FIFTH STREET WEST HOMES

A PLANNED UNIT DEVELOPMENT

DIVISION OF THE LANDS OF 405 5TH STREET WEST, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS DESCRIBED IN THAT GRANT DEED RECORDED IN DOCUMENT NO. 2015081171, OFFICIAL RECORDS OF SONOMA COUNTY, AND BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 509 OF THE FORMER PUEBLO OF SONOMA, NEAR SONOMA, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 509, A DISTANCE OF 14.17 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT A DISTANCE OF 14.17 FEET; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT A DISTANCE OF 14.21 FEET TO THE EASTERN BOUNDARY OF SAID LOT 509; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERN BOUNDARY OF SAID LOT 509, A DISTANCE OF 14.21 FEET TO THE POINT OF BEGINNING TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON.

CITY OF SONOMA
0.50 ACRES
APN 1271-221-007

STATE OF CALIFORNIA
7 LOTS + PARCEL A

DEAN TIAGO
ENGINEERING
FO BOX 203 SONOMA CA 95916
PHONE: (707) 488-3472

TRUSTEES STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, TRUSTEE UNDER THOSE DEEDS OF TRUST RECORDED UNDER DOCUMENT NOS. 2015-81778 AND 2015-81779, SONOMA COUNTY RECORDS AGAINST THE TRACT OF LAND HEREON SHOWN, HEREBY CONSENT TO THE MAKING AND FILING OF THIS MAP.

BY: _____ TITLE _____

BY: _____ TITLE _____

TRUSTEES ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THE CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____, BEFORE ME, _____

A NOTARY PUBLIC PERSONALLY APPEARED _____ WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITIE(S), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC IN AND FOR _____ MY COMMISSION EXPIRES _____ SAID STATE AND COUNTY

FINAL MAP OF FIFTH STREET WEST HOMES

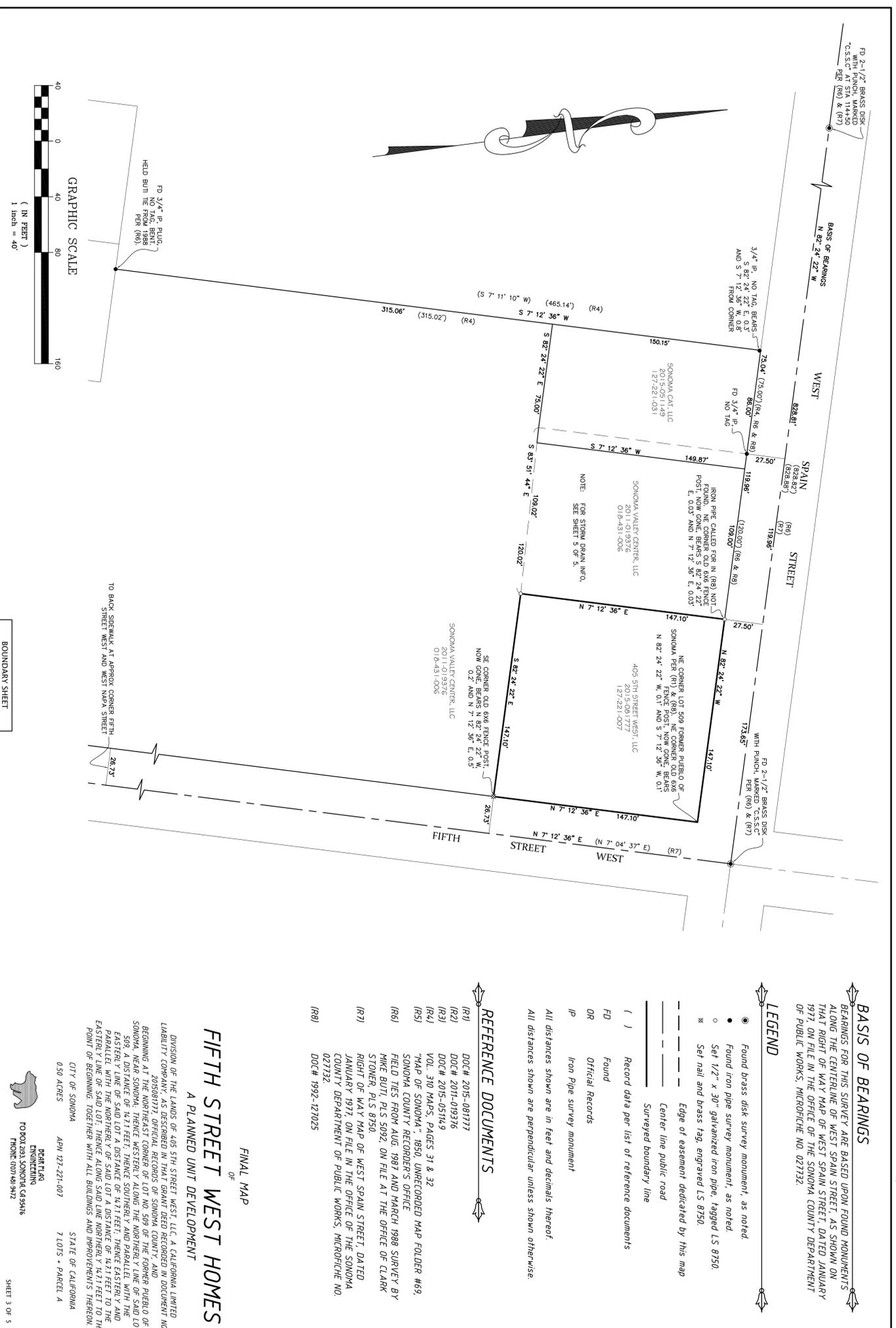
A PLANNED UNIT DEVELOPMENT

DIVISION OF THE LANDS OF 405 5TH STREET WEST, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS DESCRIBED IN THAT GRANT DEED RECORDED IN DOCUMENT NO. 2015081171, OFFICIAL RECORDS OF SONOMA COUNTY, AND BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 509 OF THE FORMER PUEBLO OF SONOMA, NEAR SONOMA, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 509, A DISTANCE OF 14.1 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 509, A DISTANCE OF 14.1 FEET; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 509, A DISTANCE OF 14.1 FEET TO THE EASTERN END OF THE EAST-WEST LINE OF SAID LOT 509, AT THE POINT OF BEGINNING TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON.

CITY OF SONOMA
0.50 ACRES
APN 1271-221-007
STATE OF CALIFORNIA
7 LOTS + PARCEL A



PEAK TIAO
ENGINEERING
FOODBOX SONOMA CALIFORNIA
PHONE: (707) 488-9472



FINAL MAP
OF
FIFTH STREET WEST HOMES

A PLANNED UNIT DEVELOPMENT

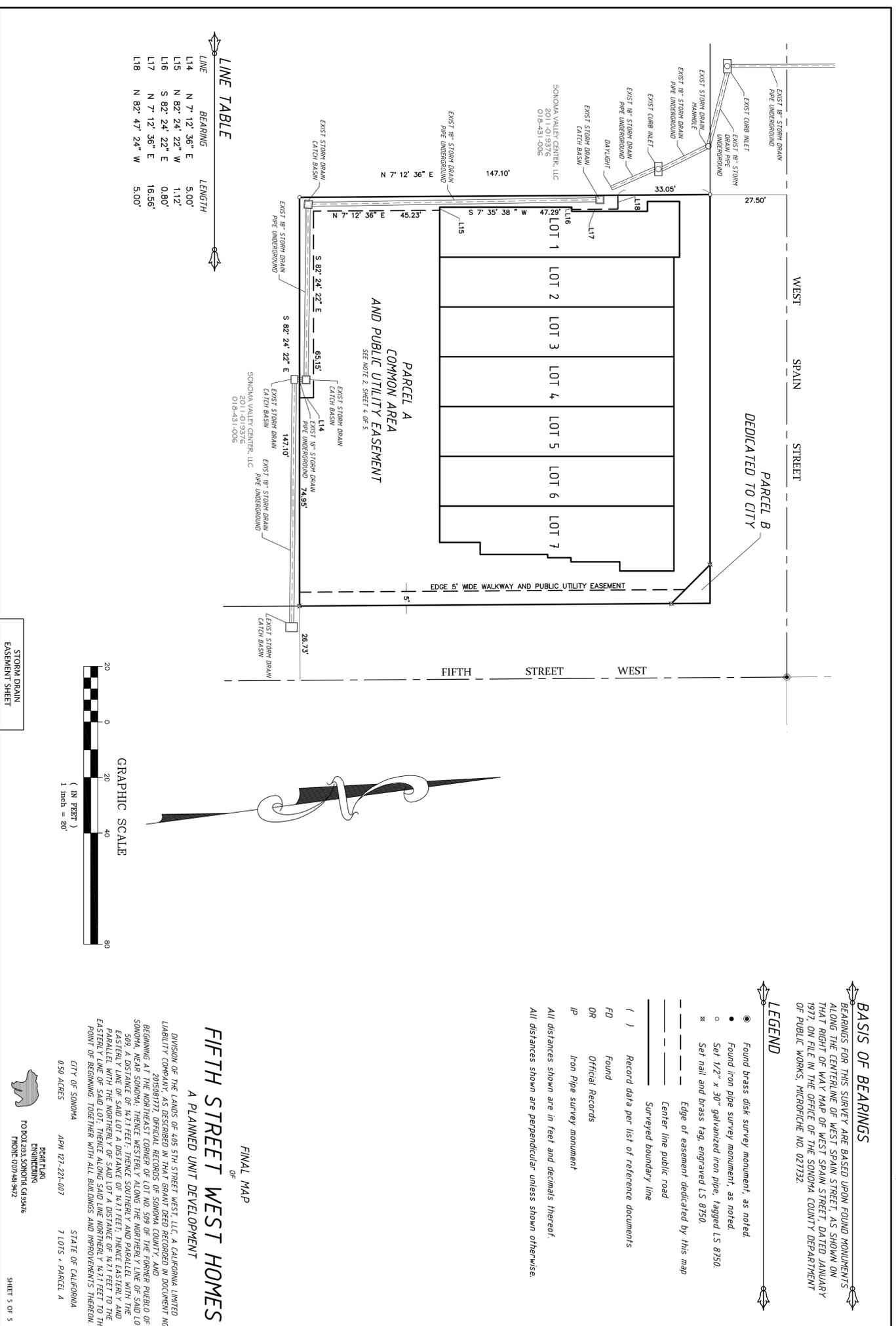
DIVISION OF THE LANDS OF 405 5TH STREET WEST, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS DESCRIBED IN THAT GRANT DEED RECORDED IN DOCUMENT NO. 2015081777, OFFICIAL RECORDS OF SONOMA COUNTY, AND BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 509 OF THE FORMER PUEBLO OF SONOMA, NEAR SONOMA, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 509, A DISTANCE OF 14.71 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 2, A DISTANCE OF 14.71 FEET; THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 1, A DISTANCE OF 14.71 FEET; TO THE EASTERN CORNER OF SAID LOT 1, AND THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 14.71 FEET; TO THE POINT OF BEGINNING, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON.

CITY OF SONOMA STATE OF CALIFORNIA
0.50 ACRES APN 1271-221-007 7 LOTS + PARCEL A
PEAK TIAO ENGINEERING
FO BOX 203 SONOMA CA 95416
PHONE: 709/483-9472

BASIS OF BEARINGS
 BEARINGS FOR THIS SURVEY ARE BASED UPON FOUND MONUMENTS ALONG THE CENTERLINE OF WEST SPAIN STREET, AS SHOWN ON THAT RIGHT OF WAY MAP OF WEST SPAIN STREET, DATED JANUARY 1977, ON FILE IN THE OFFICE OF THE SONOMA COUNTY DEPARTMENT OF PUBLIC WORKS, MICROFILM NO. 027332.

LEGEND

- Found brass disk survey monument, as noted.
 - Found iron pipe survey monument, as noted.
 - Set 1/2" x 30" galvanized iron pipe, tagged LS 8750.
 - ⊗ Set nail and brass tag, engraved LS 8750.
 - Edge of easement dedicated by this map
 - Center line public road
 - Surveyed boundary line
 - () Record data per list of reference documents
 - FD Found
 - OR Official Records
 - IP Iron Pipe survey monument
- All distances shown are in feet and decimals thereof.
 All distances shown are perpendicular unless shown otherwise.



LINE TABLE

| LINE | BEARING | LENGTH |
|------|-----------------|--------|
| L14 | N 7° 12' 36" E | 5.00' |
| L15 | N 82° 24' 22" W | 1.12' |
| L16 | S 82° 24' 22" E | 0.80' |
| L17 | N 7° 12' 36" E | 18.96' |
| L18 | N 82° 47' 24" W | 5.00' |



STORM DRAIN
 EASEMENT SHEET

FINAL MAP
 OF
FIFTH STREET WEST HOMES

A PLANNED UNIT DEVELOPMENT
 DIVISION OF THE LANDS OF 405 5TH STREET WEST, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS DESCRIBED IN THAT GRANT DEED RECORDED IN DOCUMENT NO. 2015081771, OFFICIAL RECORDS OF SONOMA COUNTY, AND BEGINNING AT THE NORTHEAST CORNER OF LOT NO. 509 OF THE FORMER PUEBLO OF SONOMA, NEAR SONOMA, THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 509, A DISTANCE OF 14.71 FEET, THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 509, A DISTANCE OF 14.71 FEET, THENCE EASTERLY AND PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 509, A DISTANCE OF 14.71 FEET TO THE EASTERN CORNER OF SAID LOT 509, THENCE SOUTHERLY AND PARALLEL WITH THE EASTERLY LINE OF SAID LOT 509, A DISTANCE OF 14.71 FEET TO THE POINT OF BEGINNING, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON.
 CITY OF SONOMA
 0.50 ACRES
 APN 1271-221-007
 STATE OF CALIFORNIA
 7 LOTS + PARCEL A

DEAN TIAGO
 ENGINEERING
 700 BOX 203, SONOMA, CA 94966
 PHONE: (707) 488-9472

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

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

SUBDIVISION IMPROVEMENT AGREEMENT
FOR FIFTH STREET WEST HOMES SUBDIVISION

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is made and entered into this 21 day of March, 2016, by and between **405 5th St. West, LLC**, subdivider(s), hereinafter referred to as "Subdivider" of that certain subdivision to be known as **Fifth Street West Homes** ("Subdivision"), and the City of Sonoma, a municipal corporation, hereinafter referred to as "City."

WHEREAS, on **February 12, 2015** the City approved the tentative subdivision map ("Map") for and other land use entitlements applicable to said Subdivision and/or the land encompassed within the Subdivision (collectively referred to as the "Approvals"); and

WHEREAS, Subdivider, pursuant to the State of California Subdivision Map Act and all applicable ordinances of City, has presented to City improvement plans outlining thereon the improvements to be constructed by Subdivider within the above-mentioned Subdivision. Said improvement plans have been approved by the City. Said improvement plans consist of **9 sheets, are dated January 25, 2016, were prepared by Bear Flag Engineering, Inc. and bear a City "Approved" signature dated March 17, 2016** ("improvement plans"); and

WHEREAS, Subdivider has presented to City for approval a final Subdivision or parcel map; and

WHEREAS, Subdivider has requested approval of said final Subdivision or parcel map prior to construction and completion of such improvements; and

WHEREAS, said ordinances require Subdivider to enter into an agreement with City whereby Subdivider agrees to have said work completed by the time specified in said agreement;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Prior to the expiration of 540 days from the date of this Agreement, Subdivider will construct, to the City's satisfaction, all improvements ("Improvements") outlined and set forth on the improvement plans hereinabove referred to and all other improvements required of the Subdivider to be constructed by said ordinances, the Approvals and/or the conditions of approval of said Subdivision. No extension of time shall be made except upon the basis of a written application made by Subdivider to the City stating fully the grounds of the application and facts relied upon for such an extension. Subdivider shall pay the city's costs of processing any extension in accordance with the City's cost recovery procedures, and any application for an extension may be conditioned upon an increase in security and inspection fees to reflect current costs, as determined by the City Engineer. Whether any such extension is granted shall be left to the sole, unfettered discretion of the City. Neither such extension nor other delay by City shall constitute a waiver of any of the obligations of Subdivider or Subdivider's surety. Any application for an extension of the said 540 day time period specified herein shall be delivered to the City at least sixty (60) days before the said time period expires, otherwise, the right to apply for such an extension shall be waived. Said Improvements shall include, but are not necessarily limited to, the following: Rough Grading, Clearing and Demolition, Storm Drainage System, Sanitary Sewer System, Domestic Water System, Street Improvements, Street Monumentation, and Erosion Control.
2. Said Improvements shall be constructed in accordance with the said improvement plans (sometimes "Plans" or "Plan") comprised of the following: Private street, curbs, gutters, sidewalks, public utilities, storm drainage, and common areas.
3. Said Improvements shall also be constructed in accordance with the City of Sonoma Municipal Code, the current edition of the Standard Specifications, City of Sonoma and County of Sonoma, the Uniform Construction Standards approved and adopted by the City of Sonoma and County of Sonoma and City Standard Engineering Plans. The foregoing plans and specifications are incorporated herein by reference and made a part hereof.
4. Where there is a conflict between plans and specifications described in paragraphs 2 and 3 herein, the stricter requirement shall govern.
5. Subdivider shall, at Subdivider's expense, obtain and maintain during the life of this Agreement all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law. Prior and as a condition to the issuance of any grading, building or other permit by City for said Improvements, as a condition to the continued validity of any such permit and prior to the commencement of the Work, Subdivider shall have obtained and provide to the City evidence that it has obtained, all necessary approvals, permits, and/or waivers required for said Improvements from the California Department of Fish and Wildlife, the U.S. Army Corps of Engineers, the Regional Water Quality Control Board and the Sonoma County Water Agency, and all other agencies with jurisdiction. Subdivider shall comply with said permits and their terms and conditions. If at any time any of

Subdivider's permits obtained from any other agency with jurisdiction ("third party permits") is revoked and/or Subdivider is served with a notice of violation of any such third party permit by any such agency, the City shall have the right to revoke any grading, building or other permit it issued to Subdivider and halt any and all work (defined below) until the third party permit is reinstated or re-issued and/or the notice of violation is rescinded or canceled, as the case may be.

6. Subdivider warrants and guarantees that except for any interests offered to and accepted by public agencies, it is the sole owner of the Subdivision and each and every lot, parcel or part thereof.
7. Subdivider hereby warrants that the Plans referred to herein are in accordance and conformity with the tentative map approval, the Approvals and all other plans for the Approvals previously approved by the City, together with all conditions made a part of said Approvals. Subdivider further warrants that said plans and specifications are adequate to accomplish the Improvement work (the "Work") covered by this Agreement in good, workmanlike manner and in accordance with accepted construction practices. Subdivider warrants and shall be solely responsible for ensuring that the design and construction of the Improvements and the Work will not adversely affect any portion of adjacent properties and that all Work will be performed in a proper manner and in accordance with all City-issued permits and third party permits and applicable laws and regulations. Subdivider may modify said plans and specifications as the development progresses should unforeseen conditions occur only upon the prior written approval from the City Engineer. Should said plans and specifications, the Improvements and/or the Work at any time prior to the City's final acceptance of the Improvements referred to herein prove, in the opinion of City, to be inadequate in any respect, then Subdivider shall make such changes in the plans and specifications, Improvements and/or Work as are necessary to satisfy City's requirements, all at no expense to City.
8. The City Public Works Director shall inspect all of the Improvements to be accepted for maintenance by the City (hereinafter referred to as "public improvements") and all of the Improvements to be accepted for maintenance by homeowners of units within said Subdivision (hereinafter referred to as "private improvements") except private landscaping and irrigation systems which will be inspected by the Public Works Director. All Improvements shall be inspected for compliance with this Agreement and City standards, plans, conditions of Approvals, specifications, and Subdivision regulations.
9. A. Subdivider shall allow City's duly authorized representatives access to the Work at all times and shall furnish them with every reasonable facility for ascertaining that the methods, materials, and workmanship comply with the requirements and intent of the Improvement plans and this Agreement. The Subdivider shall give at least ten days' advance notice of the date upon which the Work is to commence and the date upon which the Work is to be completed. City may reject defective Work and require its repair, replacement, or removal by Subdivider, all at no expense to City.

B. Upon final completion and acceptance of all said Work in accordance with this Agreement, the City Engineer, in accordance with City regulations, shall notify Subdivider in writing of his acknowledgement of acceptance of same. Except as otherwise provided herein, for a period of one year from and after the date of said acceptance of said Work, Subdivider shall guarantee and warranty all the Improvements constructed under the provisions of this Agreement against defective work or labor done or defective materials furnished and shall repair any defects or failures which may appear in the Improvements during said one year period, and further correct the causes of said defects or failures. Neither the written acknowledgement of acceptance hereinabove referred to nor any periodic or progress inspection or approval shall waive any defect in the Improvements or any breach of this Agreement. Acceptance of any part of any stage of said improvement Work shall not be final until the written notice of final acceptance of all the Improvements shall have been delivered to Subdivider as required herein.

C. City shall not be required to exonerate any surety, release any security relating to satisfactory completion of the Improvements or issue occupancy permits until acceptance of public Improvements by the City or, in the case of Improvements which will not be dedicated to and accepted by the City, until the Improvements have passed final inspection by the City. In addition, release of security, exoneration of sureties and issuance of occupancy permits will be predicated upon the receipt of required maintenance and/or warranty agreements and security therefor, in forms acceptable to the City.

D. No Improvements shall be accepted by the City unless and until they are free of all liens and encumbrances, and free of all material defects and conditions which may create a hazard to the public health, safety or welfare. In addition, all properties, rights-of-way, easements, and other interests to be dedicated to the City shall be, before acceptance thereof by the City, free and clear of all liens and encumbrances of any kind or character whatsoever and free of any and all material defects and conditions creating a hazard to public health or public safety.

E. Subdivider shall acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the public improvements, or pay the cost of acquisition incurred by City. The Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements, and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorizations to accommodate the Subdivision.

F. If any of the public improvements contemplated by this Agreement is to be constructed or installed on land not owned by City or Subdivider, no construction or installation of the Improvements or Work shall be commenced before:

- (1) An offer of dedication is made to City of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer,

and appropriate authorization from property owner(s) to allow construction or installation of the Improvements or Work are delivered to the City, or

(2) The appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, are dedicated and accepted by the City, or

(3) A court of competent jurisdiction issues an order of possession pursuant to the State Eminent Domain Laws. Subdivider shall comply in all respects with the order of possession.

Nothing in this Section 9(F) shall be construed as authorizing or granting an extension of time to Subdivider.

10. Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by the City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, any and all of the Improvements constructed or installed. Until such time as all Improvements required by this Agreement are fully completed and accepted by City, Subdivider shall be solely responsible for the care, maintenance of, and any damage to such Improvements, and City shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Work or Improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider. The Subdivider shall defend and indemnify the City for said accidents, losses and/or damages pursuant to Section 29 below. As to any accident, loss or damage occurring or happening after all the Improvements are fully completed and accepted by the City, Subdivider shall indemnify and defend the City pursuant to Section 29 below.

11. All inspection services rendered in connection with the work covered by this Agreement shall be paid for by Subdivider.
12. Subdivider shall pay impact fees immediately before the date of final inspection or the date the first certificate of occupancy is issued, whichever occurs last. If this project involves more than one dwelling, Subdivider shall pay the pro-rata portion allocable to each dwelling immediately before the date of final inspection of each dwelling or the date

the certificate of occupancy is issued as to each dwelling, whichever occurs first. As to non-residential projects, said fees shall be paid prior to the issuance of a building permit.

13. If Subdivider refuses or fails to cause prosecution of the Work, or any severable part thereof, with such diligence as will ensure its completion within the time specified by this Agreement, or any extensions thereof, or fails to cause completion of said Work within such time; or if the Subdivider fails to timely cure any defects in the Improvements; or if the Subdivider should be adjudged bankrupt; or if Subdivider should make a general assignment for the benefit of Subdivider's creditors; or if a receiver should be appointed in the event of Subdivider's insolvency; or if Subdivider or any of Subdivider's contractors, subcontractors, agents, or employees should violate or fail to perform any of the provisions of this Agreement; then such acts, omissions and/or events shall constitute a material breach of and default under this Agreement, and City reserves to itself all remedies available to it at law or in equity for such breach, including but not limited to serving written notice on Subdivider and Subdivider's surety of breach of this Agreement, or of any portion thereof, and of the default of Subdivider.

14. In the event of any such notice of breach of this Agreement and the default of Subdivider, any surety providing Performance Security described in Section 16, below, shall be liable to City for the cost of construction and installation of the Improvements and Work and for costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred in enforcing this Agreement. In such event, and at the City's option, Subdivider's surety shall have the duty to take over, commence (if applicable) and complete the Work and Improvements or otherwise perform as is herein specified; provided, however, that if the surety, within the time period specified in the City's notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may elect to take over the Work and prosecute the same to completion, by contract with a new contractor or by any other method City may deem advisable, for the account and at the expense of Subdivider and Subdivider's surety. In such event, City may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant and other property belonging to Subdivider as may be onsite of the Work and necessary therefor, and by execution of this Agreement, Subdivider grants City permission to enter onto the Subdivision in such event as may be necessary or convenient to construct such Improvements. Should City proceed to have the work called for by this Agreement completed by entering into a contract with a new Contractor, City shall execute said contract for and on behalf of and as the agent of Subdivider. The City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate the City's damages in the event of default of Subdivider. The right of the City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall, in part, be measured by the cost of

completing the required Improvements. The sums provided by the Improvement security may be used by City for the completion of the public improvements in accordance with the Improvement plans and specifications contained herein. Subdivider and Subdivider's surety, and any person, partnership, entity, corporation, or association claiming any interest in the Subdivision and each of them, shall be liable to City for any costs, claims, damages, liability or expenses of whatever nature or kind, direct or indirect, including interest at the maximum rate allowed by law from the date of notification of such cost and expense until paid, and reasonable attorneys' fees, which are directly or indirectly incurred by reason of the enforcement of this Agreement. Such amounts and interest accrued thereon shall constitute a lien on the Subdivision. Subdivider acknowledges and agrees that if the Improvements are not completed to the satisfaction of the City within the time specified by this Agreement, or any extension thereof, Subdivider fails to comply with any requirement imposed as a condition of the approvals, or Subdivider fails to comply with any condition imposed under a third party permit, City, in addition to any other remedy it may have at law or in equity or as otherwise provided in this Agreement, may withhold occupancy certificates, utility connections, building permits, zoning permits, and any other land use entitlement until the Improvements have been completed in accordance with this Agreement, and as to any such permit or land use entitlement, Subdivider waives any and all rights Subdivider may have under the California Permit Streamlining Act. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by the City of a notice of violation against all the lots in the Subdivision, or to rescind the Approvals or otherwise revert the Subdivision to acreage. The remedies provided by this section are in addition to, and not in lieu of, other remedies available to the City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys, other professionals, and court costs. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider. In the event that Subdivider commences work on none of the Improvements required to be constructed under this Agreement within the time period set forth in Section 1 hereof, such failure shall constitute a breach of this Agreement and permit the City to recover from Subdivider's surety and/or utilize the performance security to pay for the costs of commencing and completing the Improvements and reasonable expenses and fees, including reasonable attorney's fees incurred in enforcing this Agreement.

15. A. In the event of default by Subdivider, then irrespective of whether any Work has been undertaken pursuant to this Agreement, City may, without further notice to Subdivider or to its sureties, elect to initiate proceedings to revert the Subdivision to acreage.

B. In such event: (1) Subdivider shall conclusively be deemed to have consented to a reversion of the Subdivision to acreage and to a rescission of the tentative map and final

map with respect thereto; (2) Subdivider shall execute and deliver such other and further instruments relating to such reversion and rescission as City shall reasonably request; and should Subdivider refuse to execute and deliver same, Subdivider hereby appoints the City as Subdivider's attorney in fact to execute and deliver said instruments in Subdivider's name and stead which said instruments shall be binding upon Subdivider; (3) Subdivider shall be entirely responsible for the costs incurred in reverting the Subdivision to acreage and consents to the City utilizing any cash bond described below for that purpose; (4) Subdivider agrees and acknowledges that reverting the Subdivision to acreage pursuant hereto shall be deemed to be in full compliance with all applicable provisions of the law, including but not limited to Cal. Gov't Code section 66499.11 *et seq.* and that all conditions precedent to reverting the Subdivision to acreage have been completely satisfied; and (5) after utilizing those portions of the monies deposited with the City by the Subdivider and/or those portions of the improvement security necessary to complete the Improvements and/or to otherwise place the Subdivision in a condition which will be the least detrimental to the City and neighboring properties, City shall release all improvement security and shall return to Subdivider the balance of any moneys held as security for the completion of the Improvements or any other Work which is the subject of this Agreement; provided, however, that the City shall not release said improvement security or refund any moneys held as security to the extent that (i) any demands against said securities are pending or likely to be made, (ii) Subdivider owes the City money for any reason, and/or (iii) Subdivider has not otherwise fully discharged its obligations under this Agreement which must be discharged notwithstanding the reversion to acreage, in which case the City shall be entitled to make demand against and pursue Subdivider's surety for and/or pay to itself from the deposits held by the City for said contingencies. Notwithstanding anything to the contrary stated herein, Subdivider consents to the reversion of the Subdivision to one parcel under the terms and conditions hereof.

16. Subdivider shall, upon execution of this Agreement, deposit with City cash in the sum of **\$173,948.60**, or satisfactory improvement security as provided by the State of California Subdivision Map Act all applicable ordinances of City, in said amount to secure faithful performance of this Agreement and every part thereof by Subdivider. Any additions, alterations, or modifications of this Agreement or to the plans and specifications referred to herein, including any extension of time within which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the improvement security given in connection with this Agreement.
17. Subdivider shall, upon execution of this Agreement, deposit with City cash in the sum of **\$173,948.60**, or a satisfactory improvement security as provided by the State of California Subdivision Map Act and all applicable ordinances of City, in said amount to guarantee payment to contractors, subcontractors and persons renting equipment or furnishing labor or materials for improvements covered by this Agreement and every part thereof by Subdivider. Any additions, alterations or modifications to this Agreement or to the plans and specifications referred to herein, including any extension of time within

which the work hereunder may be completed, shall not release or exonerate any surety or sureties on the improvement security given in connection with this Agreement.

18. Subdivider shall, upon execution of this Agreement, deposit with the City cash in the sum of \$17,395, to guarantee warranty of all improvements . Should Subdivider fail to make prompt corrective work, City may have the work done and pay for it with said cash deposit. In the event that the City is required to utilize said deposit for said purposes, upon 21 days notice, Subdivider shall replenish the deposit so that it remains in the amount of \$17,395 until the time that the City is required to refund the deposit to Subdivider. One (1) Year after final acceptance of the Improvements, the cash deposit, or remaining portion thereof, will be returned to Subdivider.
19. The securities described in Section 16 and 17 shall be of the type specified in Government Code Section 66499.(a)(1), (2), or (3), and must be satisfactory to and be approved by the City Attorney as to form. The surety for each such security (herein "Surety") shall i) be currently admitted to transact surety insurance by the California Department of Insurance, ii) have a Best's Insurance Guide rating (or equivalent rating) (herein a "Rating") of no less than A-, when each such security is issued, and iii) be approved by the City, which such approval not to be unreasonably withheld. Upon execution of this Agreement, or any change in Surety hereunder, Subdivider shall deliver to the City the certificate of the County Clerk attesting to the admittance status of the Surety. The City shall be the sole indemnitee named on any instrument required by this Agreement. In the event a Surety's Rating is reduced below "B" (a "Rating Event") Subdivider shall have ten (10) business days from the date such rating actually drops below "B" to present the City with bonds issued by one or more Sureties other than the one being replaced, which shall meet the criteria specified above (the "Replacement Surety"), regardless of the date Subdivider or City actually becomes aware of the Rating Event.

In the event the Subdivider does not deliver to the City the security of a Replacement Surety within the ten (10) business day period provided hereunder, Subdivider's work under this Agreement shall immediately cease and shall not re-commence until Subdivider has delivered security issued by such Replacement Surety to the City.

- (i) In the event that the Subdivider does not maintain, in full force and effect, the securities specified in Sections 16 and 17 until the later of final acceptance of the Improvements or the time at which the City is required to release said securities, and/or
- (ii) in the event that the Subdivider does not maintain and/or replenish the deposits specified in Sections 18 and 19 up until the time that the City is required to return any unused portion of said deposits, (a) Subdivider's work under this Agreement shall immediately cease and shall not re-commence until Subdivider has delivered

to the City the requisite security and/or deposit, and (b) the City shall have the right to withhold certificates, permits and entitlements as provided in Section 14.

Certificates of deposit shall not be deemed to be satisfactory security unless such certificates provide that the City is the owner of record of such funds. In addition to the full amount of the security, there shall be included costs and reasonable expenses and fees, including attorney's and expert's fees incurred in enforcing the obligation secured.

20. Without limiting Subdivider's indemnification provided hereinbelow, Subdivider shall take out and maintain at all times during the term of this Agreement the following policies of insurance with insurers with a Best rating of no less than A:XI:

A. Workers' Compensation Insurance to cover its employees, and the Subdivider shall require all contractors and subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to the City.

In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Subdivider shall provide, and shall cause its contractors and subcontractors to provide adequate and suitable insurance for the protection of its employees not otherwise protected. Such policy shall provide that it will not be canceled or altered without first giving thirty (30) days prior notice to the City.

Said Worker's Compensation policy shall have the following endorsement:

"All rights of subrogation are hereby waived against the City, its officers and employees when acting within the scope of their appointment or employment".

B. Commercial General Liability Insurance including personal injury and property damage insurance for all activities of the Subdivider and its contractors and subcontractors arising out of or in connection with this contract, written on a commercial general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, X,C,U hazards, vehicle coverage and non- owned auto liability coverage in an amount no less than \$2 million dollars combined single limit personal injury and property damage for each occurrence.

Each such policy shall be endorsed with the following specific language:

(1) The City is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly, or indirectly, in the performance of the contract.

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

(3) The insurance provided is primary and no insurance held or owned by the City shall be called upon to contribute to a loss.

(4) The coverage provided by this policy shall not be canceled without thirty (30) days prior written notice given to the City.

C. At the time of execution of this Agreement, Subdivider shall submit to City documentation evidencing Subdivider's required insurance including Certificates of Insurance signed by the insurance agent and companies named on the City's form, copies of which are attached as Exhibit "A" and "B" and properly executed endorsements in the form attached as Exhibits "C" and "D" for the additional coverages required hereunder. Any deductible or self-insured retentions must be declared to and approved by City. At the option of City, insurer shall reduce or eliminate such deductible or self-insured retention as respects City, its officers and employees or Subdivider shall procure a bond guaranteeing payment of losses and related investigation, claims, administration and defense expenses.

21. All notices herein required shall be in writing, and delivered in person or sent by overnight or registered mail, postage paid. Notice required to be given to City shall be addressed as follows:

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

All notices required to be given to Subdivider shall be addressed as hereinbelow indicated:

405 5th St. West, LLC
120 College Avenue
Santa Rosa, CA 95401

All notices required to be given to surety or guarantor of Subdivider shall be addressed as indicated on the instrument of improvement security incorporated herein by reference.

Any party hereto or the surety may change such address by notice in writing to the other parties and thereafter notice shall be addressed and transmitted to the new address.

22. Time is of the essence of this Agreement and every provision thereof; provided, that subject to Section 1, in the event good cause is shown therefor, City may extend the time for completion of the Improvements by Subdivider. Any such extension may be granted without notice to the Subdivider's surety, and extensions granted shall not relieve the surety's liability on the bond to secure the faithful performance of this Agreement. The City shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension.
23. This Agreement may be amended or modified only by written agreement signed by both parties. Failure on the part of either party to enforce any provisions of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision(s) and shall not act to release any surety from its obligations under this Agreement.
24. This Agreement shall not be assigned by Subdivider without the written consent of City. The consent of City to any assignment shall not be unreasonably withheld, provided the proposed assignee ("Successor") can demonstrate its ability to perform and complete the obligations of Subdivider under this Agreement, as determined by objective standards of financial capability, creditworthiness and experience required for such performance. The City shall have the right to compel the Successor to disclose all documents, information and other material which, in the City's reasonable discretion, may establish or tend to establish that the proposed Successor meets the standards specified hereinabove. Subject to subsection 26(5) below, no assignment permitted hereunder shall be complete until substitute security is provided by the Successor to fulfill its obligations under Sections 16 through 21 hereof. Provided that by no later than six (6) months prior to the expiration of the period specified in Section 1, above, Subdivider provides the City at least forty-five (45) days advance written notice of Subdivider's intent to assign this Agreement and delivers that notice as well as all documents, information and other material requested by the City and sufficient to enable the City to exercise the discretion vested in it pursuant to this Section 26. No later than thirty (30) calendar days after the City receives the materials submitted by the Subdivider, the City shall deliver to the Subdivider a written determination whether the submitted materials are complete. If the City's written determination is not delivered within said thirty (30) day period, the submission shall be deemed complete. If within said thirty (30) day period, the City delivers a notice to the Subdivider that the submitted materials are incomplete, the Subdivider shall have thirty (30) calendar days to submit the necessary, additional information and after timely submittal thereof, the City shall have thirty (30) calendar days within which to, again, deliver notice to the Subdivider whether the submitted materials are complete. If the Subdivider does not submit additional materials within thirty (30) calendar days after receiving the City's determination of incompleteness, it shall be conclusively deemed that the Subdivider has withdrawn its request for consent to the assignment in question. Not later than forty-five (45) days after the Subdivider's submittal is determined or deemed complete, the City shall accept or reject the proposed assignment. The existence of any legitimate dispute between City and Subdivider over the acceptance by City of any proposed Successor shall result in an extension of the time for performance of Subdivider's obligations hereunder, as set forth in Section 1, equal to the amount of time

required for resolution of such dispute. If the City consents to an assignment to any third-party subdivider or developer, this Agreement shall be deemed to have been amended to provide: (1) that Successor shall be acknowledged by City to be the Subdivider hereunder; (2) that Successor shall assume all obligations of Subdivider hereunder; (3) that all Work and Improvements to which this Agreement relates shall be completed by Successor as required hereunder; (4) that the security for performance of Subdivider's obligations hereunder, as provided in Sections 16 through 21 hereof, shall, at the election of Subdivider, consist of such security as the Successor shall post, subject to the City's approval and as long as said substitute security complies with Sections 16 through 21; (5) that all cash security deposited with the City shall be retained by the City pursuant to the terms hereof and any balance owing to the Subdivider shall be paid to the Successor; and (6) Subdivider shall remain jointly and severally responsible with the Successor for all of the Subdivider's obligations hereunder; and (7) the Successor shall provide evidence that it has obtained the requisite insurance.

25. In the event either party hereto shall commence any legal action or proceeding against the other party arising out of or in connection with this Agreement, the party prevailing in said action or proceeding shall be entitled to recover, in addition to its cost of suit, reasonable attorneys' fees to be fixed by the court, and such recovery shall include costs of suit and attorneys' fees on appeal, if any. This provision shall be in addition to any provisions regarding attorney's fees set forth in the bonds securing this Agreement.
26. Prior to the acceptance of any dedications or improvements by City, Subdivider shall certify and warrant that: (1) neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws; (2) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated; and (3) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:
 - A. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;
 - B. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

- C. Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.
27. City shall not be responsible for any of the Work, any Improvement or for performance or nonperformance of any Work of construction of any Improvement. To the fullest extent permitted by law, Subdivider hereby agrees to, and shall defend, indemnify and hold City, its elective and appointive boards, commissions, officers, agents, and employees harmless from and against any and all allegations, claims, damages, disabilities, or expenses, including attorneys' fees, experts' fees, and witness costs that may be asserted or incurred, as the case may be, by any person or entity, including liability for damages or claims for damage for personal injury, or death, as well as from claims for real or personal property damage arising out of or in connection with (i) the activities of Subdivider in performing any Work on any Improvement addressed in this Agreement, (ii) Subdivider's performance or non-performance under this Agreement, (iii) Subdivider's breaches of this Agreement, (iv) the City's approval of this Agreement (except for any claims Subdivider may have against the City for City's breach of this Agreement), (v) the City's compliance or non-compliance with the California Environmental Quality Act or any other law applicable to the approval, processing and implementation of the Subdivision, the Approvals, this Agreement, the Improvements and/or Work, (vi) any soils subsidence, land slides or soil movement arising out of Subdivider's activities hereunder; (vii) Subdivider's handling, releasing, disposing, transporting or arranging for the handling, releasing, disposing or transporting of any hazardous wastes, substances or materials as those terms may be defined by any law, ordinance and/or regulation of any regulatory agency with jurisdiction; and/or (viii) Subdivider's violation of any law, ordinance or regulation, whether or not there is concurrent, passive negligence on the part of the City, its elective and appointive boards, commissions, officers, agents, and employees, and regardless of the City's approval of the Plans or City's inspection, approval or acceptance of the Improvements and notwithstanding any limitation on the amount or type of damages or compensation payable by or for Subdivider under Workers' Compensation, Disability, or other employee benefit acts, the acceptance of insurance certificates required under this Agreement, or the terms, applicability, or limitations of any insurance held by Subdivider. This indemnification clause also shall apply to any case where the Work performed is done under a contract entered into by the City as agent of Subdivider and such Work is the proximate cause of any claim against City, and to any cause of action against the City arising from the negligent provision of designs for, or the negligent construction, performance, testing, planning, observation or supervision of, any Work required by this Agreement. Subdivider indemnifies the City for any liability, cost, expense, including attorney's fees, incurred by the City in enforcing this Section 29. This Section 29 shall survive termination of this Agreement for any reason.

28. Subdivider shall have sole responsibility for making all arrangements and assuming all expenses that may be required to provide the Subdivision with utilities. All utilities, including cable television facilities, shall be installed underground. All utilities to be located in streets shall be installed and approved prior to installing street improvements. Subdivider shall be solely responsible and assume all liability for any delays, or damages arising therefrom, caused by utility companies in relocating, installing, establishing, and/or constructing utility lines, cables, trenches, and/or facilities of any type. Subdivider shall release, defend, indemnify and hold City harmless from any such liability, irrespective of City's active or passive negligence.
29. All utilities to be located in streets shall be installed and approved prior to installing street improvements.
30. The Subdivider shall indemnify the City in accordance with the terms and conditions of Government Code § 66474.9(b).
31. This Agreement shall be binding upon and inure to the benefit of the parties' successors, heirs and assigns, and by the recordation hereof (or the recordation of a memorandum hereof subject to the City's approval) (which said recordation shall be effected by the City), it is the intention of the parties to give notice to and bind their successors, heirs and assigns hereto. The parties intend that this Agreement and its terms and conditions shall run with the land and shall be deemed a covenant running with the land and an equitable servitude. This Section 33 shall survive termination of this Agreement for any reason.
32. Subdivider agrees to submit for City approval and to record Covenants, Conditions, and Restrictions and other related documents for the formation of the required Homeowners Association prior to occupancy of the first unit or acceptance of public Improvements by the City, whichever occurs first. Subdivider further agrees to file, on or before occupancy of first residential structure, evidence acceptable to the City Attorney that the construction of common private improvements is guaranteed with the State of California Department of Real Estate.
33. Jurisdiction and venue of all disputes over this Agreement and/or its terms shall be in the County of Sonoma, State of California.
34. The recitals are incorporated by reference.



 SUBDIVIDER

CITY OF SONOMA

BY: Forrest Jinks
 Title: President of Project Mgr

BY: _____
 City Manager

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Sonoma

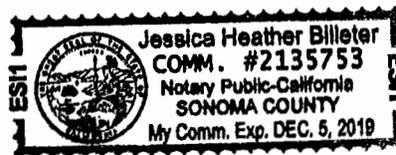
On March 21, 2010 before me, Jessica Heather Billeter, Notary Public
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jessica Heather Billeter (Seal)





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: April 18, 2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

Authorize the Mayor to send letter of support for SCTA Federal FASTLANE grant application for a portion of the Highway 101 Marin/Sonoma Narrows project.

Summary

SCTA is submitting a portion of the Highway 101 Marin/Sonoma Narrows project for a federal grant called FASTLANE and are seeking letters of support. If successful SCTA will be able to finish the Marin/Sonoma Narrows work in Sonoma County. In addition to getting a major project completed the grant would also help free up future transportation revenues for other important projects throughout the county.

Recommended Council Action

Authorize sending the letter of support.

Alternative Actions

Council discretion.

Financial Impact

None.

Environmental Review

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

Status

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

Attachments:

Project Fact Sheet
Draft letter of support

Alignment with Council Goals:

N/A

cc:

FACT SHEET: Hwy 101 Marin Sonoma Narrows Projects C2 & B2 Phase 2 in Sonoma

PROJECT DESCRIPTION:

The overall Marin-Sonoma Narrows (MSN) High Occupancy Vehicle (HOV) widening project proposes to add HOV facilities from the junction of State Route (SR) 37 in the City of Novato (Marin County) to just north of the Corona Road Overcrossing in the City of Petaluma (Sonoma County), a distance of approximately 16 miles. Due to the size of the overall project it has been divided into a series smaller contracts.

The MSN C2 & MSN B2 Phase 2 project will add approximately 8 miles of both southbound and northbound HOV lanes to US 101 from 0.6 mile south of the Marin/Sonoma County line (MRN 27.0) to 0.3 miles north of Corona Road Overcrossing in Sonoma County (SON 7.2). All Design and Right of Way phases are fully funded with local funds and near completion, this project only requires construction funding to be delivered.

The MSN C2 & MSN B2 Phase 2 project limits (MRN 27.0/27.6 to SON 0.0/7.5) overlap with the following MSN contracts:

- MSN B3 (04-26409): MRN 27.0/27.6 to Son 0.0/1.9 (In construction, estimated completion 2018)
- MSN B2 (04-2640U): SON 0.9/3.6 (In construction, estimated completion 2016)
- MSN C3 (04-2640C): SON 3.4/4.1 (In construction, estimated completion 2016)

The major MSN C2 & MSN B2 Phase 2 project improvements include:

- Median & outside widening to add approximately 8 miles of HOV lanes in both directions.
- Freeway realignment/profile adjustment/widening in order to add pavement for the HOV lanes and meet the 70 mph corridor design speed.
- On-ramp and off-ramp improvements.
- Sound walls in Petaluma, CA.
- Two bridge widenings.
- One new undercrossing bridge.
- One overhead bridge replacement (over rail).

PROJECT BENEFITS:

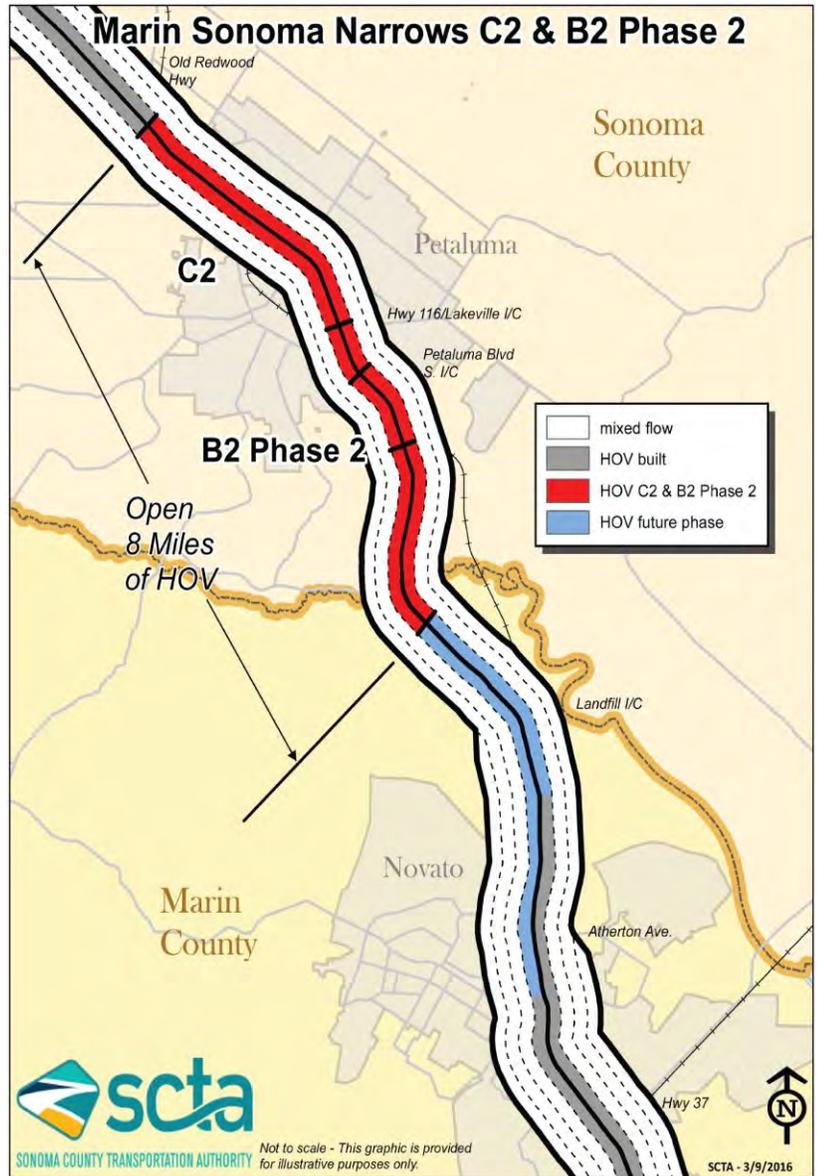
This contract opens approximately 16 lane miles of a full width 3rd lane for HOV. The added HOV lanes will relieve congestion for both northbound and southbound commuters & freight. It will connect to existing 22 miles of HOV to create 30 miles of continuous HOV lanes through southern Sonoma County to the Town of Windsor. The project improves safety by improving sight distance and providing standard shoulders. The C2 & B2, Phase 2 environmental document was completed in 2009 and revalidated in 2014. The proposed project has completed the 100% design submittal and is ready to begin work on the Ready to List (RTL) submittal once construction funding is identified. The project R/W acquisition is underway, four residential parcels and 1 commercial parcel have been acquired.

Right of Way Certification for RTL can be achieved within 18 months of construction funding being identified. All cooperative agreements are in place. Construction could be scheduled to begin in 2018, and be completed by the end of 2020. The current investment of over \$260 million from three MSN contracts (B2, B3, and C3) currently in construction will end construction in 2018 without opening any HOV lanes. This project will make it possible to open those lanes and complete all of Sonoma County's planned HOV network.

BUDGET:

| <u>Proposed Funds Source</u> | <u>Amount*</u> |
|------------------------------|-------------------|
| Federal/State | |
| FASTLANE | \$ 73,000 |
| Earmark (existing) | \$ 800 |
| Earmark (P. Sonoma) | \$ 13,800 |
| State (SHOPP & TCIF) | \$ 10,000 |
| Local | |
| Petaluma | \$ 7,000 |
| Measure M (R/W) | \$ 2,000 |
| Measure M (CON) | \$ 15,400 |
| TOTAL | \$ 122,000 |
| * in \$1,000's | |

MAP:



SCHEDULE:

| Phase | Status | |
|-----------------------------|------------|------------|
| | Start | End |
| Environmental | 1/1/2001 | 10/29/2009 |
| Design | 4/12/2010 | 4/1/2018 |
| 35% PS&E | 4/12/2010 | 9/20/2011 |
| 65% PS&E | 9/21/2011 | 12/20/2011 |
| 95% PS&E | 12/21/2011 | 8/30/2013 |
| 100% PS&E | 9/2/2013 | 11/22/2013 |
| Final PS&E (RTL) | 10/1/2016 | 4/1/2018 |
| Right of Way | 3/28/2014 | 4/1/2018 |
| Construction | 4/1/2018 | 11/1/2020 |

LETTERHEAD

April 13, 2016

Secretary Anthony Foxx
US Department of Transportation
1200 New Jersey Ave., SE
Washington, DC 20590

RE: Support for FASTLANE proposal Marin-Sonoma Narrows Sonoma Completion Project

Dear Secretary Foxx:

Please accept this letter of strong support and commitment to a FASTLANE grant application submitted by the Sonoma County Transportation Authority (SCTA) for the Marin-Sonoma Narrows Sonoma Completion Project (Segments B2 Phase 2 and C2). The request for \$73 million in NSFHP federal funds to open a third lane in each direction on Highway 101 in Sonoma County is the final piece of funding needed to add 8 miles of HOV lanes and complete over 29 miles of HOV lanes in Sonoma County.

Highway 101 serves as the backbone of Northern California for the movement of goods and people from the Golden Gate Bridge to the Oregon border. In Sonoma County it is such an important corridor, residents have voted with a super majority in favor of collecting sales tax revenues to be spent on Highway 101 widening projects and, to date, the SCTA has leveraged \$119 million in local funds to match \$572 million in State and federal funds. This effort has resulted in 22 miles of new HOV lane as well as interchange improvements, new bridges, improved safety and reduced congestion.

But, there is one more phase of work to complete the corridor in Sonoma and FASTLANE funds are needed to get it done.

The Marin-Sonoma Narrows Sonoma Completion Project is shovel ready with a cleared environmental document and final design. SCTA has partnered with Caltrans and is prepared to put the job out to bid within 18 months of notice that funds are available. This will result in an estimated 500 jobs a year during construction and quick congestion relief in the southern part of Sonoma County.

The Marin-Sonoma Narrows Sonoma Completion Project is in the Federal, State and Bay Area Freight Plans. It will make goods movement timelier and more reliable; this is particularly important for wine grapes and other agricultural products but also relevant to aggregate materials and manufactured goods such as electronics and machinery which make up a large portion of freight trips.

Thank you for your consideration and I respectfully request the U.S. Department of Transportation recognize and support this important project by selecting it to receive FASTLANE funds.

Sincerely,



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4E

Meeting Date: 4/18/2016

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 since 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:

GROUND LEASE

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 (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 _____, 2016 ("Lease Commencement Date"), and terminating on _____, 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 Lease Term. 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.

- (1) In order to assure that this Lease does not constitute an unpermitted gift of public funds or property, TENANT agrees that neither it nor its members shall sell any of the grapes or other produce it harvests from the Leased Premises nor shall it or its members sell any of the wine that it or any of its members make or produce from the grapes it harvests from the Leased Premises; provided, however, that TENANT may sell said wine for the purpose of generating revenues all of which must be used to benefit charitable, educational, and/or eleemosynary organizations; and provided further, that TENANT may donate said wine to such organizations who may, in turn, sell said wine provided the revenues derived therefrom are used for charitable, educational and/or eleemosynary purposes. TENANT shall take those steps reasonably necessary to assure that the provisions of this paragraph are strictly followed by its members, the persons or organizations to which TENANT donates said wine, and to any other persons who harvest grapes or are provided grapes harvested from the Leased Premises.

- 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 ridgeline 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.

Without limiting the generality of the foregoing, 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.
 - (3) That sufficient to cover TENANT's indemnification obligations set forth in paragraph 19, below.
- 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.
- a. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
 - b. 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 the Lease Commencement Date. 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, attorneys' fees 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. This indemnification obligation shall survive the expiration or earlier termination of this Lease.

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.

DOCUMENTARY TRANSFER TAX

30. This Lease is exempt from the documentary transfer tax because its term is less than 35 years.

NO INSPECTION BY ACCESS SPECIALIST

31. Pursuant to California Civil Code Section 1938, the Leased Premises have not been inspected by a "Certified Access Specialist." Since compliance with the Americans with Disabilities Act and its State counterparts (collectively "ADA") is dependent upon TENANT's specific use of the Leased Premises, LANDLORD makes no warranty or representation as to whether or not the Leased Premises comply with ADA or any similar legislation or implementing regulations. In the event that TENANT's use of the Leased Premises requires modifications or additions to the Premises in order to be in ADA compliance, TENANT agrees to timely make any such necessary modifications and/or additions at TENANT's sole expense.

PREVAILING WAGE ADMONISHMENT

32. Any capital improvement work of more than One Thousand Dollars (\$1,000.00) may require TENANT to pay, or have TENANT's contractor(s) pay, with respect to such work, State prevailing wages, and conform to all other requirements, in compliance with Labor Code Section 1720 *et seq.* TENANT hereby expressly acknowledges and agrees that the LANDLORD is *not*, by this Lease, affirmatively representing, and has not previously affirmatively represented, to TENANT or any contractor(s) of TENANT, for any work of improvement on the Leased Premises, in writing or otherwise, in a call for bids or any agreement or otherwise, that any work to be undertaken on the Leased Premises, as may be referred to in this Lease or construed under this Lease, is *not* a "public work," as defined in Section 1720 of the Labor Code. TENANT shall indemnify, protect, defend and hold harmless LANDLORD and its officers, employees, agents, representatives, and attorneys, with counsel reasonably acceptable to LANDLORD, from and against "increased costs" as defined in Labor Code Section 1781 (including LANDLORD's reasonable attorneys' fees, court and litigation costs, and fees of expert witnesses) in connection with any work of improvement on the Leased Premises, that results or arises in any way from noncompliance by TENANT of the requirement, if and to the extent applicable, to pay federal or state prevailing wages and hire apprentices; or (2) failure by TENANT to provide any required disclosure or identification as required by Labor Code Sections 1720 *et seq.* including without limitation specifically Section 1781, as the

same may be amended from time to time. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

POSSESSORY INTEREST TAX

33. The leasehold estate created by this Lease may be subject to a possessory interest property tax pursuant to Cal. Rev. & Tax. Code Section 107.6 and TENANT may be subject to the payment of such tax.

COMPLIANCE WITH LAWS

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

RECORDING OF LEASE

35. This Lease shall be recorded in the Sonoma County Recorder's Office immediately after it is fully executed, pursuant to California Government Code Section 37393.

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

By LANDLORD:

By TENANT:

City of Sonoma

Sonoma Home Winemakers

By: _____
Carol Giovanatto
City Manager

By: _____
Name: _____
Its President

By: _____
Name: _____
Its Secretary

APPROVED AS TO FORM

By: _____
City Attorney

ATTACH ACKNOWLEDGMENTS

Exhibit A



 Parcel "A"

1 inch = 180 feet

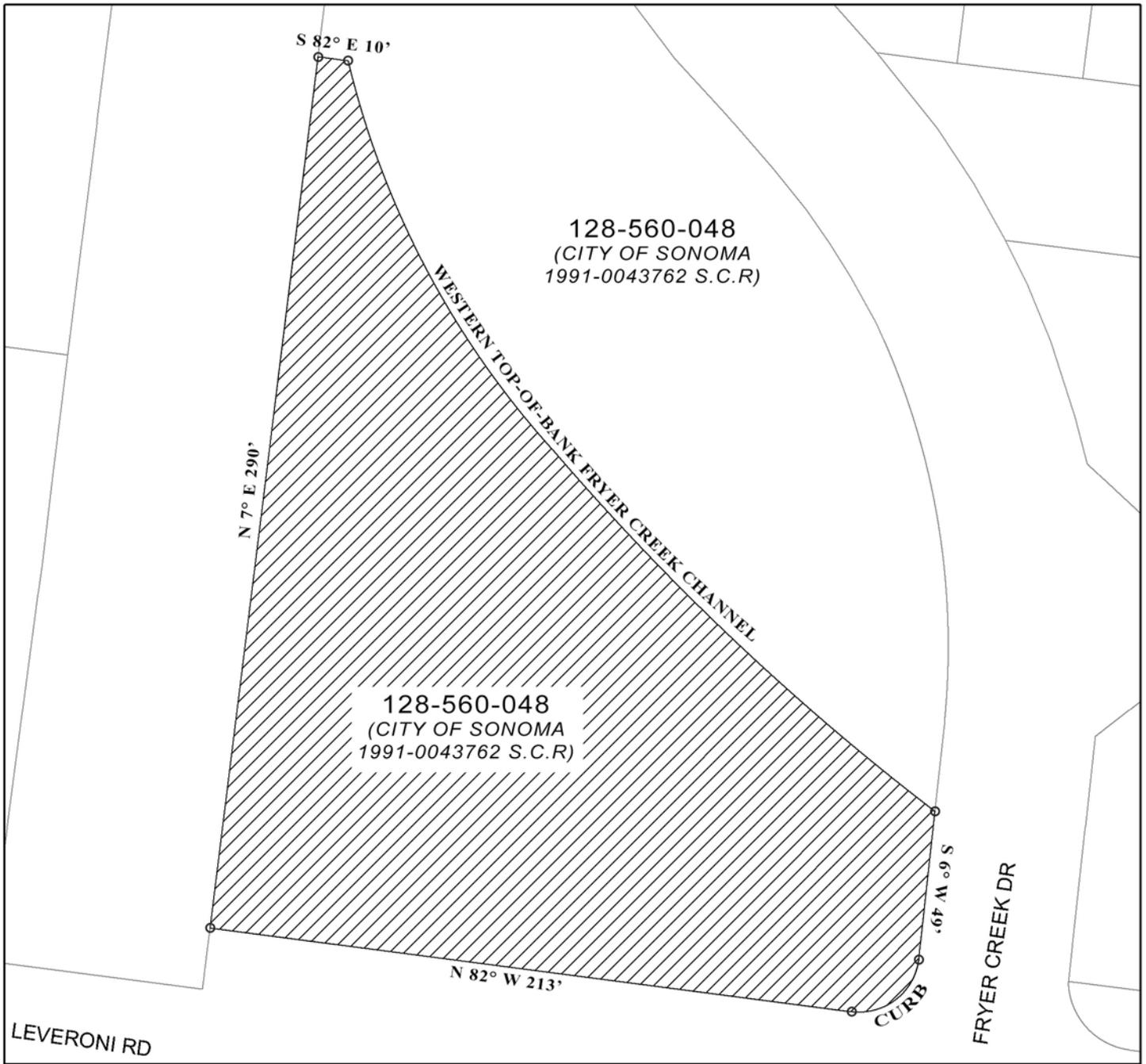
EXHIBIT "A"
GROUND LEASE FOR TEX JUEN PARK

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.



Exhibit B



 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: 4F

Meeting Date: 04/18/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval and ratification of the appointment of Mary Sek to the Planning Commission.

Summary

The Planning Commission consists of 7 members and one alternate who serve at the pleasure of the City Council. Commissioners may serve for a total of eight years if reappointed after each of the first two terms. (Two-year term, Four-year term, Two-year term). Seven members and the alternate must reside within the City limits.

The term of Mark Heneveld, who has held the one out-of-city resident position on the Planning Commission is expiring leaving an opening on the Commission.

Mayor Gallian and Mayor Pro Tem Agrimonti interviewed eleven applicants and have nominated Mary Sek for appointment to the Planning Commission for an initial two-year term.

Recommended Council Action

Approve and ratify the appointment.

Alternative Actions

Council discretion.

Financial Impact

N/A.

Environmental Review

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

Status

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

Attachments:

Application of Mary Sek

cc:

Mary Sek via email

out of city



CITY OF SONOMA

COMMISSION APPLICATION

NAME: Mary Sek

ADDRESS: [REDACTED], Sonoma, CA 95475

MAILING ADDRESS: [REDACTED], Sonoma, CA 95475

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

[REDACTED]

[REDACTED]

COMMISSION OF INTEREST: Planning 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):

HOW MANY YEARS HAVE YOU RESIDED IN SONOMA? 28

PRESENT OCCUPATION: Architectural Drafter/Designer

EDUCATION

| SCHOOL | MAJOR | GRADUATION DATE & DEGREE |
|--------------------------------|---------------------|--------------------------|
| California College of the Arts | Architecture | Bachelor of Architecture |
| Santa Rosa Junior College | University Transfer | Associates |

COMMUNITY SERVICE EXPERIENCE

| ORGANIZATION | DATES SERVED | POSITION |
|--------------|------------------|------------------------|
| SPUR | 10/2012 - 5/2013 | GIS Research Assistant |
| | | |
| | | |
| | | |

(Use additional paper if necessary)

OTHER RELEVANT EXPERIENCE OR EXPERTISE: I work directly with the Napa County and Napa City through my current job, which enables me to have an understanding of the planning and building process in addition to the construction and design perspective to projects.

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

I understand that the Planning commission will be evaluating construction development, building code requirements, environmental impacts from new construction, and future development and plays an important role to the community of Sonoma.

WHICH ACTIVITIES OF THIS COMMISSION INTEREST YOU THE MOST? I am most interested in having the opportunity to be involved in and making an impact on the town I grew up in. My education and work experience compliment these current issues.

WHICH ACTIVITIES INTEREST YOU THE LEAST? _____

WHAT WOULD BE YOUR GOAL AS A COMMISSIONER? My goal as a commissioner would be to provide input from a construction/design perspective to help better serve my community in current and future development.

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

I can contribute my knowledge in architecture and design through my experience working in the field and directly working with Napa's planning commission.

PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:

Lynn Leonardi - [REDACTED], Linda Vaccarezza - [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?

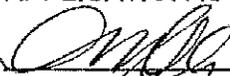


YES



NO

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


Applicant Signature

03.03.2016

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: 4G

Meeting Date: 4/18/2016

Department

Administration

Staff Contact

Jeffrey A. Walter, City Attorney

Agenda Item Title

Adoption of an ordinance amending Chapter 9.80 of the Sonoma Municipal Code regarding the rent control of mobilehome park spaces.

Summary

Several years ago, residents of the mobilehome parks in the City of Sonoma retained an attorney who prepared revisions to the City's Rent Control Ordinance which is codified at Chapter 9.80 of the City's Municipal Code. The basic provisions of the proposed revisions were discussed with the Council in several study sessions and Council meetings. At the October 2015 study session, the Council had before it a so-called "Decision Matrix" which identified most of the most important provisions proposed by the residents. The Council used that matrix to cast straw votes on the identified provisions contained in the residents' proposed ordinance. That "Decision Matrix" was utilized by staff in formulating the draft ordinance which was presented to the City Council at the April 4, 2016 meeting.

Following input from the public Council discussed certain provisions of the ordinance and voted unanimously to introduce it with two modifications. 1) Replace "Community Development Department" to City Manager Department" in §9.80200 C; and 2) Add the following language to §9.80.130 C "In the event a DTR fails to discharge his/her duties as specified in this chapter, the tenants described in subsection (A) above shall have the right to vote as to whether or not the DTR shall continue acting as the DTR. If the tenants renting a majority of the spaces controlled by this chapter vote against the DTR retaining his/her position as DTR, that person shall step down from and no longer occupy the position of DTR effective as of the date of the election."

Recommended Council Action

Adopt the ordinance.

Alternative Actions

N/A

Financial Impact

The passage of this ordinance will not cause any financial impact. The implementation and enforcement of the ordinance will require the expenditure of City management, City staff and City Attorney time, most of which should be recouped through the imposition of fees as provided for in the proposed ordinance.

Environmental Review

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

Status

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

Attachments:

Ordinance

Alignment with Council Goals:

HOUSING *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.*

- ❖ Support the update to the Mobilehome Rent Control Ordinance

CC:

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA
AMENDING CHAPTER 9.80 OF THE CITY OF SONOMA MUNICIPAL CODE
REGARDING THE PROTECTION OF RENTS FOR SPACES IN MOBILEHOME PARKS**

The City Council of the City of Sonoma does ordain as follows:

Section 1:

Chapter 9.80 of the City of Sonoma Municipal Code is amended to read as follows:

Chapter 9.80

MOBILEHOME PARK SPACE RENT PROTECTION*

Sections:

- 9.80.010 Findings and purpose.
- 9.80.020 Definitions .
- 9.80.030 Applicability of Chapter.
- 9.80.035 Exemptions from this Chapter.
- 9.80.040 Base rent.
- 9.80.045 Automatic annual rental increases.
- 9.80.050 Allowable rent following expiration of an exempt lease.
- 9.80.060 Full and partial vacancy decontrol – establishment of new base rent.
- 9.80.070 Fair return standard.
- 9.80.075 Legal Expenses and Settlement Proposals.
- 9.80.080 Procedures for review of air return petitions.
- 9.80.090 Pre-approved temporary rental increases for specified capital improvements.
- 9.80.100 Rent reductions for service reductions.
- 9.80.110 Waivers.
- 9.80.120 Information to be supplied by the park owner to tenant – homeowners and prospective tenant – homeowner.
- 9.80.125 Information to be provided by the city to the public.
- 9.80.130 Designated Tenant – Homeowners’ Representatives.
- 9.80.140 Rights of prospective tenant – homeowners.
- 9.80.150 Annual registration and other notices required from owner.
- 9.80.160 Retaliation prohibited.
- 9.80.170 Excessive Rents or Demands Therefor.
- 9.80.175 Permissible reasons for terminating or refusing to renew a tenancy.
- 9.80.180 Refusal of tenant to pay illegal rent.
- 9.80.190 Remedies.
- 9.80.200 Administration Fees.
- 9.80.210 Late payment – Fee.
- 9.80.220 City Manager Authorized to Promulgate Rules and Regulations.

*Prior legislation: Ords. 92-19 and 92-23.

9.80.010 Findings and purpose.

The city council has recognized and finds that:

A. The state of California has recognized, by the adoption of special legislation regulating tenancies of mobilehome owners in mobilehome parks, that there is a significant distinction between tenants of mobilehome parks and other dwelling units, and the council likewise has recognized that tenants of mobilehome parks, unlike apartment tenants

or residents of other rental stock, are in the unique position of having made a substantial investment in a residence, the space for which is rented or leased as distinguished from owned. The physical removal and relocation of a mobilehome from a rented or leased space within a mobilehome park can be accomplished only at substantial cost and inconvenience with the concurrent ability to find another location, and, in many instances, the removal requires a separation of the mobilehome unit from appurtenances which have been made permanent, thus creating severe damage and depreciation in value to the mobilehome. As a result of the absence of vacant spaces and park restrictions on accepting mobilehomes that are not new, it is virtually impossible for mobilehome owners to move their mobilehomes from one park to another park within the city.

B. The city council finds and declares that the existing mobilehome parks in the city are the only lands designated for mobilehome parks by the 1985-2005 Sonoma General Plan and no new sites for mobilehome parks are anticipated; that the average value of a mobilehome (\$47,527) is less than 20 percent of the average value of a home in Sonoma, making mobilehomes an important source of affordable housing for the community; that 30 percent of the households below the poverty level in the city are aged 65 and over; that the median age of mobilehome park residents is 76 years; that 54 percent of mobilehome residents are single-person households, most (64 percent) headed by females; and that based on five years of experience in administering a very low-income senior rental development and reviewing the applications of prospective tenants, the incomes of the predominant residents of mobilehomes (i.e., senior citizens) is likely to fall into the very low (50 percent or less of the county median income) category (a gross annual income of \$15,350 or less) as determined by the U.S. Government Department of Housing and Urban Development.

C. Studies and hearings have shown that there is presently within the city and surrounding areas a shortage of spaces for the location of mobilehomes, resulting in a low vacancy rate. Space rent increases at the time of sale or other transfer of a mobilehome within a park have been shown to be as great as a 50 percent increase over the pre-transfer rent. In some mobilehome parks, rent increases in the past decade have been substantially in excess of the increases in the Consumer Price Index.

D. Rapidly rising and large incremental increases in space rent have resulted in an atypical market depression in the resale value of mobilehomes within the city.

E. Because of the shortage and potential for rapidly rising rates, regulation is necessary to assure that economic hardship to a substantial number of mobilehome park tenants in the city, many of whom are senior citizens on low fixed incomes, does not occur.

F. Pursuant to studies and hearings conducted by the city council and city staff, the city council has determined it necessary and in the public interest to establish a mechanism to assist in the resolution of disputes that may arise from time to time between tenants and management of mobilehome parks regarding the rates charged for the rental or lease of space.

G. Therefore, the city council does accordingly find and declare that it is necessary to establish a means to provide protection to mobilehome park tenants from unreasonable rent increases, while at the same time recognizing the need of mobilehome park management to receive a fair return and to receive rent increases sufficient to cover increased cost of repairs, maintenance, service, insurance, upkeep, and other amenities.

H. The city council further finds and declares that the adoption of this chapter will not have a significant, substantial or adverse effect on the physical environment of the community because enactment of this chapter involves no deviation from the general plan and no change in the present use of any property within the city. (Ord. 98-6 § 1, 1998).

9.80.020 Definitions.

For the purposes of this chapter, the following words, terms and phrases shall be defined as follows:

A. "Capital improvement" means the installation of new improvements and facilities and the replacement of existing improvements and facilities which consist of more than ordinary maintenance and/or repairs. There are two distinct types of capital improvements: necessary capital improvements and upgrade capital improvements. The city

council or the city manager shall from time to time adopt regulations establishing criteria to be used to differentiate between capital improvements and ordinary maintenance and/or repairs.

1. Necessary Capital Improvement. A necessary capital improvement shall be a capital improvement required to maintain the common facilities and areas of the park in a decent, safe and sanitary condition or maintain the existing level of park amenities and services.

2. Upgrade Capital Improvement. An upgrade capital improvement is an expenditure for capital improvements to add facilities or increase amenities or services.

B. "City manager" shall include the city manager or a person designated by the city manager to perform the functions required by this chapter.

C. "Consumer Price Index" and "CPI" means the Consumer Price Index for all urban consumers in the San Francisco-Oakland-San Jose area published by the U.S. Bureau of Labor Statistics.

D. "In-place transfer" means the transfer of the ownership of a mobile home with the mobile home remaining on the mobile home space following the transfer.

E. "Landlord" means a mobile home park owner, mobile home owner, lessor or sublessor who receives or is entitled to receive rent for the use and occupancy of any rental unit or portion thereof, and the agent, representative or successor of any of the foregoing.

F. "Mobile home" means a structure designed for human habitation and for being moved on a street or highway under permit pursuant to Section 36790 of the Vehicle Code as defined or the definition as amended from time to time in Section 798 of the California Civil Code.

G. "Mobile home park" and "park" mean any area of land within the city where five or more mobile home spaces are rented, or held out for rent, to accommodate mobile homes used for human habitation.

H. "Mobile home space" means the site within a mobile home park intended, designed or used for the location or accommodation of a mobile home and any accessory structures or appurtenances attached thereto or used in conjunction therewith.

I. "Owner" means the owner or operator of a mobilehome park or an agent or representative authorized to act on said owner's or operator's behalf in connection with the maintenance or operation of such park. "Owner" and "owner of a mobilehome park" shall also mean any owner, lessor or sublessor of a mobilehome park in the city who receives or is entitled to receive rents for the use or occupancy of any mobilehome space thereof, and the representative, agent or successor of such owner, lessor or sublessor, and who reports to the Internal Revenue Service any income received or loss of income resulting from such ownership or claims any expenses, credits or deductions because of such ownership.

J. "Rehabilitation work" means any renovation or repair work completed on or in a mobilehome park which was performed in order to comply with the direction or order of a public agency, or to repair damage resulting from fire, earthquake, or other casualty.

K. "Rent" means any consideration, including any bonus, benefit or gratuity, demanded or received by a landlord for or in connection with the use or occupancy, including housing services, of a rental unit or in connection with the assignment of a lease or in connection with subleasing of the rental unit.

"Rent" shall not include:

1. Utility charges for charges for sub-metered gas and electricity.
2. Charges for water, refuse disposal, sewer service, and/or other services which are either provided and charged to mobile home residents solely on a cost pass-through basis and/or are regulated by state or local law.

3. Any amount paid for the use and occupancy of a mobile home unit (as opposed to amounts paid for the use and occupancy of a mobile home space).
4. Charges for laundry services.
5. Storage charges.

L. "Rent increase" means any rent demanded of or paid by a tenant - homeowner or tenant in excess of rent paid for the rental unit immediately prior to such demand or payment. Rent increase includes any reduction in the services provided to a tenant or transfer or assignment of the obligation to pay the cost of the service from the landlord to a third party without a corresponding reduction in the moneys demanded for or paid as rent.

M. "Rent stabilization administration fee" means the fee established from time to time by resolution of the city council in accordance with the provisions of Article II of this chapter.

N. "Rental agreement" means a written agreement between a landlord and a tenant - homeowner or mobile home tenant for the use and occupancy of a rental unit to the exclusion of others.

O. "Rental unit" means a mobile home or mobile home space, located in a mobile home park in the City of Sonoma, which is offered or available for rent. Rental unit includes the land, with or without a mobile home, and appurtenant buildings thereto and all housing services, privileges and facilities supplied in connection with the use or occupancy of the mobile home or mobile home space.

P. "Service reduction" means a decrease or diminution in the basic service level provided by the park occurring at any time since January 1, 1992 including but not limited to services the park owner is required to provide pursuant to:

1. California Civil Code Sections 1941.1 and 1941.2.
2. The Mobile Home Residency Law, California Civil Code Section 798 et seq.
3. The Mobile Home Parks Act, California Health and Safety Code Section 18200 et seq.
4. The landlord's implied warranty of habitability.
5. An express or implied agreement between the landlord and the resident.

Q. "Tenancy" means the right of a tenant to use or occupy a mobilehome park space.

R. "Tenant" or "tenant – homeowner" means a person who has a tenancy in a mobilehome park or who has purchased or is in the process of purchasing or otherwise acquiring a mobilehome that will remain at a particular mobilehome park.

9.80.030 Applicability of chapter.

This chapter shall be applicable to all mobile home park spaces within the City of Sonoma except as provided in Section 9.80.035 of this chapter.

9.80 .035 Exemptions from this chapter.

A. Exemptions Provided by State Law. As of May 2016, the following exemptions from local rent regulations are provided by state law:

1. Spaces that are subject to a lease which exempts that space from rent regulation pursuant to

the California Mobilehome Residency Law, California Civil Code Section 798 et seq.

2. New mobile home park spaces which are exempted pursuant to Civil Code Section 798.45.
3. Spaces which are not the principal residence of the tenant - homeowner, which are exempt pursuant to Civil Code Section 798.21.

The purpose of this subsection is to provide information about exemptions based on state law which preempts local law, rather than to provide any basis for an exemption based on this section.

B. Units Owned or Operated by Government Agencies. This chapter shall not apply to mobile homes or mobile home parks owned or operated by any governmental agency or any rental unit whose rent is subsidized pursuant to a public program that limits the rent that can be charged for the mobile home.

C. Mobile Home Parks with Less Than Five Spaces. This chapter shall not be applicable to spaces in mobile home parks with less than five spaces.

9.80.040 Base rent.

Except as provided in this chapter, an owner shall not demand, accept, or retain rent for a mobilehome space exceeding the rent in effect for said space on January 1, 1992. If a previously rented mobilehome space was not rented on January 1, 1992, the owner shall not demand, accept, or retain rent for said space exceeding the rent in effect during the last month the space was rented prior to January 1, 1992. If a mobilehome space is rented for the first time after January 1, 1992, the owner shall not demand, accept, or retain rent for said spaces exceeding the rent first charged for the space. Unless provided otherwise, the "base year" means the calendar year 1992.

9.80.045 Automatic annual rental increases.

A. Once every 12 months, an owner shall be permitted an automatic rental increase for each space in a percentage amount equal to 80 percent of the percent change in the Consumer Price Index (CPI) between the CPI index in effect in the month the increase is calculated and that published 12 months prior, so that if the CPI in effect at the time of the calculation is the December index, the calculation will be based on the current December index and that published in the prior December; in no instance shall the rental increase permitted pursuant to this section result in a rental increase of greater than five percent per 12-month period over that in effect prior to the rental increase permitted pursuant to this section.

B. Notice of Allowable Annual Rent Increase.

1. Notice by City Manager. The allowable annual rent increase shall be annually calculated by the city manager and posted by February 15th of each year in City Hall and on the city's website, and on a notice board in each mobile home park and shall be mailed to each park owner and to the mobile home owner representative in each park.
2. Notice in Mobile Home Parks. A copy of the clerk's notice shall be posted in a prominent place by each park owner in each mobile home park within three work days after it is received by the park owner.

C. No Decrease if CPI Decreases. In the event that the CPI decreases, no rent decrease shall be required pursuant to this section. In the event that the CPI decreases by more than two percent in any year, said decrease shall be subtracted from the following annual increase(s) allowable pursuant to this section; provided, however, that in the event the following annual increase is less than two percent, no rent decrease shall be required.

D. Banking of Allowable Annual Increases. Increases authorized pursuant to this section may be implemented by the landlord at any future time, subject to the precondition that by January 30th of each year the park owner notify the mobile home owner of each increase allowed pursuant to this section which has not been implemented and notification that the banked increase may be added to the rent at a future date.

E. Compliance with State Law. Rent increases permitted pursuant to this section shall not be effective and shall not be demanded, accepted, or retained until the landlord has given the notice required by state law.

9.80.050 Allowable rent following the expiration of an exempt lease.

In the event a mobilehome space was previously exempt under a lease pursuant to California Civil Code Section 798.17 but that lease has expired or expires, the base space rent, for purposes of calculating the annual adjustment pursuant to section 9.80.045, shall be the rent in effect under the lease as of the date of expiration of the lease; provided, that mobilehome space rents can be verified by information required on, and/or documentation submitted with, the annual registration application.

9.80.060 Full and partial vacancy decontrol – Establishment of new base rent.

A. A mobilehome park owner shall be permitted to charge a new base rent for a mobilehome space whenever an in-place transfer or lawful space vacancy occurs.

B. For purposes of this chapter, a lawful space vacancy is defined as follows:

1. A vacancy occurring because of the termination of the tenancy of the affected mobilehome tenant in accordance with the Mobilehome Residency Law, California Civil Code Sections 798.55 through 798.60, as amended, excepting Section 798.59; or

2. A vacancy of the mobilehome space arising from the voluntary removal of a mobilehome from the mobilehome space by the affected mobilehome tenant. A removal of the mobilehome from the space for the purpose of performing rehabilitation or capital improvements to the space or for the purpose of upgrading the mobilehome shall not constitute a voluntary removal of the mobilehome.

C. For purposes of this chapter, an in-place transfer includes the situation where a mobilehome space occupancy changes as a result of the voluntary sale of the mobilehome and the voluntary termination of the mobilehome tenancy by the seller of the mobilehome.

D. When a new base rent is established following the vacancy of a mobilehome space pursuant to this section, the park owner shall give written notice to the new affected mobilehome tenant of the 12-month anniversary date for rental increases allowed in this section, and shall give written notice to such affected tenant that the space rent may be subject to stabilized rent increases pursuant to the provisions of this chapter.

E. No rental increase made pursuant to this section resulting from an in-place transfer shall be greater than 5 percent of the rent in effect prior to the increase unless the resulting rent is less than \$350.00 per month, in which case the rent may be increased to \$350.00 per month except that if the monthly rent in effect prior to vacancy is less than \$300.00, the maximum increase in rent shall be \$50.00 per month. No more than one rental increase per space shall be made under this section in any 12-month period. The \$350.00 minimum rent established in this section shall be adjusted annually on the anniversary date of the effective date of the ordinance codified in this chapter which change shall equal a percentage equal to 80 percent of the change in the CPI between the date of the prior change in the minimum rent (or the effective date of the ordinance codified in this chapter as the case may be) and the date of the annual adjustment.

9.80.070 Fair return standard.

A. Presumption of Fair Base Year Net Operating Income. It shall be presumed that the net operating income received by the landlord in the base year provided the park owner with a fair return.

B. Fair Return. A park owner has the right to obtain a rental increase to maintain net operating income (“MNOI”) equal to the base year net operating income adjusted by one hundred percent of the percentage increase in the CPI since the base year. It shall be presumed this standard provides a fair return. Nothing in this chapter shall preclude the city manager or hearing officer from granting an increase that is necessary in order to meet

constitutional fair return requirements. The base year CPI shall be the annual average CPI for 1992. The current year CPI shall be the annual average CPI for the calendar year which is used as the current year in the petition described in section 9.80.080.

C. Current Year. The current year shall be the calendar year that precedes the year in which the said petition is filed.

D. Adjustment of Base Year Net Operating Income. The park owner or tenant - homeowners may make an application to rebut the presumption that the base year net operating income provided the owner with a fair return and the city manager may approve said application if s/he is able to make one of the following findings in subsection (1) or (2) below, based upon substantial evidence in the record:

1. Exceptional Expenses in the Base Year. The park owner's operating expenses in the base year were unusually high or low in comparison to other years. In such instances, adjustments may be made in calculating operating expenses so the base year operating expenses reflect average expenses for the park over a reasonable period of time. The following factors shall be considered in making such a finding:

- a. Extraordinary amounts were expended for necessary maintenance and repairs.
- b. Maintenance and repair were below accepted standards so as to cause significant deterioration in the quality of services provided.
- c. Other expenses were unreasonably high or low notwithstanding the application of prudent business practices.

2. Exceptional Circumstances in the Base Year. The gross income during the base year was disproportionately low due to exceptional circumstances. The following factors shall be considered in making such a finding:

- a. If the gross income during the base year was lower than it might have been because some tenants were charged reduced rent.
- b. If the gross income during the base year was significantly lower than normal because of the destruction of the park and/or temporary eviction for construction or repairs.
- c. The pattern of rent increases in the years prior to the base year and whether those increases reflected increases in the CPI.
- d. Base period rents were disproportionately low in comparison to the base period rents of other comparable parks in the city.
- e. Other exceptional circumstances, excluding any comparisons of base period rents to rents of other comparable parks located outside of the City or to market rents which are determined by comparisons of rents from comparable parks located outside of the City .

E. Calculation of Net Operating Income.

1. Net Operating Income. Net operating income shall be calculated by subtracting operating expenses from gross rental income.

2. Gross Rental Income.

- a. Gross rental income shall include:

i. Gross rents calculated as gross rental income at one hundred percent occupancy, adjusted for uncollected rents due to vacancy and bad debts to the extent such vacancies or bad debt are beyond the control of the landlord. Uncollected space rents in excess of three percent of gross space rent shall be presumed to be unreasonable unless established otherwise and shall not be included in computing gross income.

ii. All other income or consideration received or receivable in connection with the use or occupancy of the rental unit, except as provided in subsection (E)(2)(b) of this section.

b. Gross rental income shall not include:

i. Utility charges for sub-metered gas and electricity.

ii. Charges for water, refuse disposal, sewer service, and/or other services which are either provided and charged to tenants solely on a cost pass-through basis and/or are regulated by state or local law.

iii. Any amount paid for the use and occupancy of a mobile home unit (as opposed to amounts paid for the use and occupancy of a mobile home space).

iv. Charges for laundry services.

v. Storage charges.

3. Operating Expenses.

a. Included in Operating Expenses. Operating expenses shall include the following:

i. Reasonable costs of operation and maintenance.

ii. Management Expenses. It shall be presumed that management expenses have increased by the percentage increase in rents or the CPI, whichever is greater, between the base year and the current year unless the level of management services has either increased or decreased significantly between the base year and the current year.

iii. Utility Costs. Utility costs except where the consideration of the income associated with the provision of the utility service is regulated by state law and consideration of the costs associated with the provision of the utility service is preempted by state law.

iv. Real Property Taxes. Property taxes are an allowable expense, subject to the limitation that property taxes attributable to an assessment in a year other than the base year or current year shall not be considered in calculating base year and/or current year operating expenses.

v. License and Registration Fees. License and registration fees required by law to the extent these expenses are not otherwise paid or reimbursed by tenants.

vi. Landlord-Performed Labor. Landlord-performed labor compensated at reasonable hourly rates.

(A) No landlord-performed labor shall be included as an operating expense unless the landlord submits documentation showing the date, time, and nature of the work performed.

(B) There shall be a maximum allowed under this subsection of five percent of gross income unless the landlord shows greater services were performed for the benefit of the tenants.

vii. Legal Expenses. Subject to section 9.80.075, reasonable attorneys' fees, expert witness' fees, expert's fees (including those paid to the city pursuant to section 9.80.080(C)(7)), and other costs (including fees paid to the city pursuant to section 9.80.080(C)(2)) (collectively, "legal expenses") incurred in connection with successful good faith (aa) attempts to recover rents owing, (bb) pursuit of rights under or in relationship to this chapter and regulations adopted pursuant to this chapter, including legal expenses incurred in the course of pursuing successful fair return petitions and (cc) unlawful detainer actions not in derogation of applicable law, and legal expenses necessarily incurred in dealings with respect to the normal operation of the park, to the extent such expenses are not recovered from adverse or other parties. In addition, in the event that the landlord successfully prosecutes a fair return petition and in connection therewith is awarded reasonable legal expenses, those expenses shall be separated out from any MNOI rent increase award and recovered from and invoiced to the tenants as a separate, limited time period, pass through. These legal expenses shall be amortized and recovered in equal monthly payments over a five-year period, unless the city manager or hearing officer concludes that a different period is more reasonable, and the pass through payment of these legal expenses by the tenants shall terminate after the full payment of these legal expenses with interest has been recovered by the park owner at the end of the amortization period.

viii. Interest Allowance for Expenses That Are Amortized. An interest allowance shall be allowed on the cost of permitted, amortized operating expenses, including but not limited to the legal expenses pass throughs provided for in subsection vii above; the allowance shall be the interest rate on the cost of the amortized expense equal to the "average rate" for thirty-year fixed rate home mortgages plus two percent. The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the date of the initial submission of the petition. In the event that this rate is no longer published, the index which is most comparable to the PMMS index shall be used.

b. Exclusions from Operating Expenses. Operating expenses shall not include the following:

- i. Mortgage principal or interest payments or other debt service costs.
- ii. Any penalties, fees or interest assessed or awarded for violation of any provision of this chapter or of any other provision of law.
- iii. Land lease expenses.
- iv. Political contributions and payments to organizations which are substantially devoted to legislative lobbying purposes.
- v. Depreciation.
- vi. Any expenses for which the landlord has been reimbursed by any utility rebate or discount, security deposit, insurance settlement, judgment for damages, settlement or any other method or device.
- vii. Unreasonable increases in expenses since the base year.

- viii. Expenses associated with the provision of master-metered gas and electricity services.
 - ix. Expenses which are attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to complete necessary replacements (e.g., a roof replacement may be a reasonable, necessary capital improvement under section 9.80.090, but if water damage occurred as a result of unreasonable delays in replacing the roof, it would not be reasonable to pass through the cost of repairing the water damage).
- c. Adjustments of Operating Expenses. Base year and/or current operating expense items may be averaged with other expense levels for the same types of items for other years or amortized or adjusted by the CPI or may otherwise be adjusted, in order to establish an expense amount for the item(s) which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses. Grounds for such adjustments include, but are not limited to:
- i. Either the amount or nature of an expense item for a particular year is not representative;
 - ii. The base year expense is not a reasonable projection of average past expenditures for that item in the years immediately preceding or following the base year;
 - iii. The current year expense is not a reasonable projection of expenditures for that item in recent years or of future expenditures for that item;
 - iv. If a particular item of expense exceeds the normal industry or other comparable standard for the area, the park owner shall bear the burden of proving the reasonableness of the expense. To the extent that it is found that the expense is unreasonable it may be adjusted to reflect the normal industry standard;
 - v. A base year expense is exceptionally low by industry standards and/or on an inflation adjusted basis is exceptionally low relative to the current year expense although the level or type of service for which the expense is incurred has not changed significantly;
 - vi. An increase in maintenance or management expenses is disproportionate to the percentage increase in the CPI, while the level of services has not changed significantly and/or is not justified by special circumstances.

F. Rent Increases for Periods Preceding Date That a Park Owner May Implement Rent Increases Pursuant to Section 9.80.080. In the event that the period for determining the allowable rent increase pursuant section 9.80.080 exceeds one hundred twenty days, the park owner may recover a retroactive rent charge to cover the time period from the date that the rent increase would have begun if the rent increase decision had been made within one hundred twenty days. Delays or continuances that are mutually agreed to in writing by all parties concerned, any extensions in the 60 day decision period specified in section 9.80.080(D)(11), and the number of days that lapse between petitioner receiving notice of the necessity of replenishing its deposit and paying the required amount pursuant to sections 9.80.080(C)(2) and/or (C)(7) shall not be counted in determining whether said 120 day period has expired. In order to avoid undue hardship on the tenants affected by the decision, this retroactive rent charge shall be amortized and paid over a period of five years, unless the City manager or hearing officer determines that a different amortization period is more reasonable, and then shall be eliminated at the end of that applicable time period. Interest may be charged on this amortized rent charge in an amount calculated pursuant to subsection 9.80.070 (E)(3)(a)(viii).

G. Per Space Rent Adjustment Pursuant to Fair Return Standard. The allowable rent increase per mobile home space pursuant to this section shall not be increased as a result of the fact that there are exempt spaces in the park.

9.80.075 Legal Expenses and Settlement Proposals.

A. Procedure at City Manager Stage.

1. At least ten (10) days prior to the time that the city manager takes a petition filed pursuant to sections 9.80.080, 9.80.090, or 9.80.100 under submission (“submission date”) pursuant to section 9.80.080(D)(1), the designated tenant representative (defined in Section 9.80.130, below) and/or the landlord may submit a written offer to the other party to settle the claims or requests made in the petition and to allow a decision or award to be made in accordance with the terms and conditions stated in the offer. The written offer shall include a statement of the offer, containing the terms and conditions of the award or decision which the offering party is willing to accept, and a provision that allows the accepting party to indicate acceptance of the offer by signing a statement that the offer is accepted. At the same time that the offering party submits its offer to the other party, the offering party shall also file a copy of the written settlement offer with the city clerk in a separately sealed envelope, with a statement on the outside of the envelope identifying the offeror and stating that it is a written settlement offer submitted pursuant to this section. Any acceptance of the offer must be in writing and shall be signed by the counsel for the accepting party or, if not represented by counsel, by the accepting party (under this chapter, either the landlord or the designated tenant representative).

2. If the offer is accepted, the parties shall notify the city manager and the city manager shall enter the accepted offer as the final decision of the city manager respecting the petition.

3. If the offer is not accepted prior to the submission date or within seven (7) calendar days after the offer’s receipt by the opposing party, whichever occurs first, it shall be deemed withdrawn and cannot be given in or considered as evidence as part of the city manager’s decision-making. Said submission date and said seven (7) day period may be continued and enlarged, respectively, upon written stipulation of the parties, subject to the city manager’s approval. Any such continuance or enlargement shall not be counted against the one hundred twenty (120) day period specified in section 9.80.070(F).

4. The sealed copy of the written settlement offer that is so filed with the city is not to be opened by the city until it is either timely accepted by the opposing party or, if it is not timely accepted by the opposing party and deemed withdrawn, the offer shall be opened after the city manager has rendered a final decision on the petition.

B. Procedures at Appellate Stage.

1. At least ten (10) days prior to the date of the appeal hearing noticed pursuant to section 9.80.080(D)(5), the designated tenant representative and/or the landlord may submit a written offer to the other party to settle the claims or requests made in the petition and to allow a decision or award to be made in accordance with the terms and conditions stated in the offer. The written offer shall include a statement of the offer, containing the terms and conditions of the award or decision which the offering party is willing to accept, and a provision that allows the accepting party to indicate acceptance of the offer by signing a statement that the offer is accepted. At the same time that the offering party submits its offer to the other party, the offering party shall also file a copy of the written settlement offer with the city clerk in a separately sealed envelope, with a statement on the outside of the envelope identifying the offeror and stating that it is a written settlement offer submitted pursuant to this section. Any acceptance of the offer must be in writing and shall be signed by the counsel for the accepting party or, if not represented by counsel, by the accepting party (under this chapter, either the landlord or the designated tenant representative).

2. If the offer is accepted, the parties shall notify the city manager and the hearing officer and the hearing officer shall enter the accepted offer as the final decision of the hearing officer respecting the petition.

3. If the offer is not accepted prior to the appeal hearing date or within seven (7) calendar days after the offer's receipt by the opposing party, whichever occurs first, it shall be deemed withdrawn and cannot be given in or considered as evidence upon the trial of the appeal. Said appeal hearing date and said seven (7) day period may be continued and enlarged, respectively, upon written stipulation of the parties, subject to the hearing officer's approval. Any such continuance or enlargement shall not be counted against the one hundred twenty (120) day period specified in section 9.80.070(F).

4. The sealed copy of the written settlement offer that is so filed with the city is not to be opened by the city until it is either timely accepted by the opposing party or, if it is not timely accepted by the opposing party and deemed withdrawn, the offer shall be opened after the hearing officer has rendered a final decision on the petition.

C. Procedures Common to both Stages.

1. If an offer made pursuant to this section is not accepted and the rejecting party fails to obtain a more favorable award or decision, the rejecting party shall not recover his or her post-offer legal expenses and shall pay the legal expenses incurred by the offering party from the time of the offer. If competing offers to settle are timely submitted but have not been timely accepted, the city manager or hearing officer, as the case may be, shall determine which party has failed to obtain a more favorable decision or award and assign responsibility for the payment of legal expenses accordingly.

2. That assignment of responsibility shall be memorialized in a "Notice of Assignment of Legal Expense Liability" ("Legal Expense Notice") and mailed and emailed to the parties and the DTR within seven days after the city manager or hearing officer has issued his/her final decision on the petition. Within seven (7) days of his/her/its receipt of the Legal Expense Notice, the parties shall submit written requests for the awarding of and an accounting of their legal expenses and serve those requests simultaneously on the city manager or hearing officer, and all parties by regular mail and electronic mail. Said requests shall include detailed records of fee billings, time records and supporting declarations executed under penalty of perjury. Within seven days of receiving the requests, opposing parties may file objections to those requests and serve said oppositions in the same fashion as the original requests were served. Within seven days of the date that oppositions are served or within seven days of the deadline for the filing of oppositions, if none is submitted, the city manager or hearing officer shall submit a proposed supplemental decision stating the amount of legal expenses each party is required to pay and the reasons therefor.

a. When issued by the city manager, said supplemental decision shall become final when it is issued and shall be appealable separate from the city manager's decision pertaining to the merits of the petition. The appellate procedures set forth in section 9.80.080 (D)(2) shall govern an appeal of a city manager's decision pertaining to the awarding of legal expenses, but shall be consolidated with any appeal taken of the city manager's final decision pertaining to the merits of the petition.

b. When issued by the hearing officer, said supplemental decision shall become final in seven days after the proposed decision, unless either party requests an evidentiary hearing within said seven days, in which case a final decision shall be made within seven days after the hearing is concluded. Scheduling of the hearing shall be left to the sound discretion of the hearing officer. For purposes of any challenge to the hearing officer's decisions, the hearing officer's decision shall become final upon the mailing, with proofs of service, to all parties of (a) the hearing officer's final decision on the merits of the petition, or (b) the hearing officer's final decision on the awarding of any legal expenses, whichever occurs last.

c. In his or her discretion, the city manager or the hearing officer, as the case may be, may reduce or offset from any award made in favor of the petitioner on the petition the amount of legal

expenses that petitioner may be required to pay to another party as a result of the operative affect of this section.

3. Subject to section 9.80.075(C) (2) (c), any award of legal expenses that is made against a party as a result of the operation of this section shall be separated out and invoiced by the park owner separately from any MNOI rent increase award, capital improvement rent increase award, or reduction in services award as a separate, limited time, pass-through. Such legal expenses shall be amortized and recovered in equal monthly payments over a 5-year period (plus interest as calculated in section 9.80.070(E)(3)(a)(viii)), unless the city manager or hearing officer concludes that a different period is more reasonable and shall be eliminated after payment is completed at the end of the amortization period. In the case of a rent reduction petition submitted pursuant to Section 9.80.100, where the landlord is required to pay legal expenses to the tenants as a result of rejected settlement offers, the landlord's obligation to pay said legal expenses shall be amortized and paid in equal monthly payments over a 5-year period (plus interest as calculated in Section 9.80.070(E)(3)(a)(viii)), unless the city manager or hearing officer concludes that a different period is more reasonable, and shall be extinguished after payment is completed at the end of the amortization period. In the cases of an MNOI petition and/or a petitioner filed pursuant to section 9.80.090 where the landlord is required to pay legal expenses to the tenants as a result of rejected settlement offers, and the amount owed to the tenants has not been used to offset or reduce any landlord recovery pursuant to section 9.80.075(C)(2)(c), the landlord's obligation to pay said legal expenses to the tenants shall be amortized and paid in equal monthly payments over a 5-year period (plus interest as calculated in Section 9.80.070(E)(3)(a)(viii)), unless the city manager or hearing officer concludes that a different period is more reasonable, and shall be extinguished after payment is completed at the end of the amortization period.

4. In determining whether a party "has obtained a more favorable award or decision" than that proffered in a settlement offer not accepted by that party, the city manager or hearing officer shall rely upon and be guided by legal precedent and authorities construing the same term used in California Code of Civil Procedure § 998.

9.80.080 Procedures for review of fair return petitions.

A. Right to Petition. A park owner may petition for a rent increase in order to obtain a fair return. This petition is sometimes referred to herein as "MNOI petition" or "fair return petition." No petition may be filed in November or December except in cases of exceptional unforeseen circumstances.

B. Limit on Frequency of Petitions. Only one petition pursuant to this section may be filed for a mobile home park within a twelve-month period. An exception to this limitation shall be authorized in the event of extraordinary circumstances that could not reasonably have been foreseen at the time the prior petition was filed.

C. Submission of Petition.

1. Petition Form Required. Such petition shall be on a form prescribed by the city manager.

2. Petition Fee. Upon the receipt of a fair return petition, the city manager shall determine the estimated costs the city will incur in staff time and city attorney time in processing and acting upon the petition. The city manager will notify the petitioning party ("petitioner") of the amount of that fee and the time within which it must be deposited with the city. The city manager shall keep an accounting of the fee and how it is used to defray the city's costs. If at any time during the processing of the petition, the remaining balance of the fee is less than \$1,000, the city manager shall notify the petitioner of the remaining balance and the amount that and the time by when the petitioner must pay to replenish the deposit. The petition shall not be further processed until the petition has paid to the city the fees described in this section. Any unused portion of the deposit shall be refunded to the petitioner within sixty (60) days after the date of the final decision made with respect to the petition.

3. Contents of Petition Form. The form may require any information deemed relevant by the city manager. The form shall include, but not be limited to:

- a. A list of the names and addresses of all mobile home park tenants subject to the proposed rent increase.
 - b. A statement of the date the rent increase is proposed to be effective.
 - c. The rent for each space in the park in the base year, the current year, and the three prior years.
 - d. An income and expense statement for the base year, the current year, and the three years prior to the current year.
 - e. Evidence documenting the income and expenses claimed by the landlord.
 - f. All other documentation and opinion testimony upon which the park owner is relying to justify the rent increase.
 - g. A statement of the petitioner's theories in support of the rent increase application.
4. Notice of Petition. The park owner and the city shall provide notice of a petition as follows:
- a. The petitioner and city: by sending a hard copy and electronic .pdf copy of the petition to the designated tenant representative;
 - b. The petitioner: by providing the city with hard and electronic copies of the petition;
 - c. The petitioner: by notifying each tenant household that the petition has been filed on a city-approved form.
5. Determination That the Petition Is Complete. The city manager will determine if a petition filed pursuant to this section is complete within thirty days after the petition is submitted. A petition will be considered complete only if and when the required fees have been paid. If the petition is incomplete, the city manager will inform the petitioner in writing as to what additional information is required. Within thirty (30) days of petitioner's submission of any additional information or fees submitted at the direction of the city manager, the city manager shall determine whether the petition is complete and notify petitioner of the city manager's determination. If additional information or payments remain lacking, the petitioner shall submit such information and/or payments and the city manager shall again have thirty (30) days to determine the petition's completeness. This process shall continue until the city manager issues to petitioner a written notice advising the petitioner that the petition is complete. The time period specified in section 9.80.070(F) shall begin running on the date the city manager delivers said completeness notice to petitioner.
6. Access to the Petition. The documentation required by this section shall be available for inspection and copying by any person during the normal business hours of the city. The city shall make a copy of all submissions by the park owner and the tenants in conjunction with a petition that shall be available in the form of an electronic .pdf file which shall be accessible through the city's website.
7. Cost of Expert Analysis. Upon the receipt of a fair return petition, the city manager shall determine if the employment of experts will be necessary or appropriate for the city to thoroughly and competently analyze the petition. Depending upon the complexity of the fair return petition, and the park owner's use of experts, the city manager may retain a certified public accountant to, among other things, verify the accuracy of the expense and income items stated in the petition; an expert in the use and theory of the fair return and MNOI methods utilized in this chapter for determining fair return petitioners; and, if appropriate or necessary, a licensed appraiser. If the city manager so determines, the city manager shall also determine the anticipated cost of employing any such experts. The resulting figure shall be communicated to the petitioner. The city manager shall keep an accounting of the fee and how it is used to defray the city's

costs. If at any time during the processing of the petition, the remaining balance of the fee is less than \$1,000, the city manager shall notify the petitioner of the remaining balance and the amount that and the time by when the petitioner must pay to replenish the deposit. The petition shall not be further processed until the petitioner has paid to the city the estimated cost of expert analysis. Any unused portion for payments so collected shall be refunded to the petitioner.

8. Contents of Expert Analysis. At a minimum, any analysis pursuant to this subsection shall include a determination of:

- a. Base year and current year rental income;
- b. Base year and current year operating expenses by category;
- c. Base year and current year overall operating expenses;
- d. Base year and current year net operating income;
- e. The percentage change in net operating income between the base period and the current period;
- f. The percentage change in the CPI between the base period and the current period;
- g. The ratio of the percentage change in net operating income to the percentage change in the CPI between the base period and the current period; and
- h. The rent adjustment required under an MNOI standard pursuant to chapter.

9. Submission by tenant - homeowners. The tenant - homeowners may submit a written response to the park owner's petition within thirty days after the petition is determined complete, unless the city manager determines that there is good cause to extend that deadline. The tenant – homeowners' written response shall be delivered to the landlord and to the city clerk.

D. Review Procedures.

1. Initial Decision by City Manager. A fair return petition shall be decided by the city manager, without a hearing or personal appearances by any of the involved parties or their representatives. The decision will be made within sixty (60) days of the date that the petition is determined complete, unless the city manager determines that there is good cause to extend that deadline. The city manager shall email all the involved parties or their representatives the date on which the city manager shall consider the matter submitted and beyond which the city manager will not accept any additional information, briefs, evidence or arguments (the "submission date"). The city manager shall email notice of the submission date to all parties or their representatives at least twenty one (21) days prior to the submission date. The city manager's decision on the merits of the petition shall be emailed and sent by mail, with proof of mailing, to the park owner, the park owner's and tenant's representatives, and the designated tenant representative.

2. Appeal of City Manager's Decision. The decision of the city manager may be appealed, within twenty (20) days after the date of its mailing, to a hearing officer. An appeal by the landlord shall be signed by the landlord or its/his/her lawfully appointed agent. An appeal by the tenant - homeowners must be signed by tenant - homeowners residing on a majority of the mobile home spaces that are subject to the city manager's decision (That is, if tenants renting 50 spaces are affected by the city manager's decision, the written appeal of one adult tenant from each of 26 separate spaces would be required.). An appeal must be in writing and must be delivered to the opposing parties and the city within the twenty (20) day appeal period specified above. If the city manager's decision is not timely appealed, the city manager's decision shall become final on the twenty-first day after the decision has been mailed. The appealing party shall be required to pay for the costs of the appeal process, including those imposed by the appellate hearing officers (see below) and those

established by resolution of the city council. The appeal shall be conducted through a de novo evidentiary hearing, which shall consider at least the following: the fair return petition, all information, expert opinions and arguments submitted by the park owner or the tenants to the city manager in support of or in opposition to the petition; the City manager's decision; the opinions of the city's independent witness(es); and any additional arguments or facts upon which the city manager's decision is based; and the briefs, evidence and testimony accepted or rejected by the city manager in support of or in opposition to the petition by any of the parties to the proceedings.

3. Procedure for Selection of a Hearing Officer.

a. Qualifications. Hearing officers shall be licensed attorneys of the State Bar of California in good standing, and shall have no financial interest in mobile homes, mobile home spaces or mobile home parks and shall not have represented mobile home park owners or mobile home park tenant - homeowners in rent setting cases or park closings or park conversions or any disputes between park owners and park residents.

b. A hearing officer shall be selected through the California Office of Administrative Hearings (OAH). In the event that it is not possible to set up a hearing through the OAH, the city manager may elect to contract with another agency that provides arbitration or hearing officer services or may establish a panel from which the hearing officer is selected in accordance with the following procedure set forth in subsection (D)(3)(c) of this section.

c. In the event that a panel of hearing officers is established, the city manager shall make all reasonable efforts to ensure that there are at least five qualified candidates who will comprise the panel of prospective hearing officers. A hearing officer shall disqualify himself or herself from serving as hearing officer in a particular matter where he/she has a conflict of interest within the meaning of the Political Reform Act (Government Code Section 87100 et seq.), and shall otherwise comply with the disqualification provisions of Canon 3.E. of the Code of Judicial Ethics. The city shall make the initial selection of the hearing officer from the panel. The parties to the appeal shall be advised in writing of the selected hearing officer, and advised of their right to disqualify the selected hearing officer within five (5) days of receipt of the notice of selection. In the event of a disqualification, another hearing officer shall be randomly selected from the panel by the city, and a new notice of hearing sent to the parties. Each party shall have the right to disqualify one hearing officer for a particular appeal if there are five or fewer hearing officers on the list and may disqualify up to two hearing officers if there are eight or more hearing officers on the list.

4. Time of and Scheduling of Hearing.

a. A hearing on the appeal shall commence within thirty days of the selection of a hearing officer unless both parties agree to a different schedule. The hearing shall be completed within fifteen days after it is commenced. These time deadlines may be extended if the hearing officer finds that there is good cause to commence and/or complete the hearing at a later date.

b. The hearing may be scheduled during the normal business hours of the city unless a majority of the residents that are subject to the petition requests that the hearing be scheduled during the evening. The hearing shall be scheduled at a time that it is convenient for the residents' and park owner's representatives.

c. The presentations of each party at the hearing and of the city staff and experts shall be limited to ninety minutes each unless the hearing officer determines that there is good cause to enlarge those time periods. Each party and the city shall be permitted one hour of cross-examination of expert witnesses, unless the hearing officer determines that there is good cause to enlarge those time periods. The city may provide legal counsel to help prepare the city's experts for their presentation at the appeal hearing, to defend the city's expert witness and to cross

examine the expert witnesses of the parties.

d. Notwithstanding anything to the contrary stated herein, whether or not the city decides to appear, submit documents and/or briefs, retain counsel to represent the city, or otherwise participate in the administrative appellate proceedings described in this chapter shall be left to the sound discretion of the city.

5. Notice of Hearing. Written notice of the time, date and place of the hearing shall be given at least twenty one (21) days prior to the hearing.

6. Requests for Additional Information (Not Offered to the City Manager) by Opposing Party.

a. Either party or the city may request that additional, supporting documentation (not previously provided to the city manager as part of his/her initial examination of and decision on the petition) be provided to substantiate the claims made by a party. The request shall be presented in writing to the hearing officer.

b. The hearing officer may order production of such requested documentation, if the hearing officer determines the information is relevant to the proceedings.

7. Submission of Reports.

a. Responses may be submitted by the tenants or the park owner to the decision of the city manager or to reports by the city's experts. Said responses shall be submitted to the other parties and hearing officer at least ten days prior to the hearing. The submissions shall be in printed and electronic form.

b. Rebuttal reports may be submitted by the park owner, tenant - homeowners and/or city staff and/or a consultant on behalf of the city; it shall be submitted to the parties and hearing officer at least five days prior to a hearing.

c. The parties' responses, provided for in subsection "a" above, and their and the city's rebuttal reports, provided in subsection "b" above, shall be considered the pre-hearing briefs of the parties and the city and no other pre-hearing briefs shall be allowed unless requested by the hearing officer for good cause. The submissions shall be in printed and electronic form.

d. For good cause, the hearing officer may accept additional information at the hearing.

8. Conduct of Hearing.

a. The hearing shall be conducted in accordance with such rules and regulations as may be promulgated by the city council and any rules set forth by the hearing officer.

b. The hearing officer shall have the power and authority to require and administer oaths or affirmations where appropriate, and to take and hear evidence concerning any matter pending before the hearing officer.

c. The rules of evidence generally applicable in the courts shall not be binding in the hearing. Hearsay evidence and any and all other evidence which the hearing officer deems relevant and proper may be admitted and considered.

d. Any party or such party's representative, designated in writing by the party, may appear at the hearing to offer such documents, oral testimony, written declaration or other evidence as may be relevant to the proceedings.

e. The hearing officer may grant or order not more than two continuances of the hearing for not more than ten working days each. Additional continuances may be granted only if all parties stipulate in writing or if the hearing officer finds that there is a good cause for the continuance. Such continuances may be granted or ordered at the hearing without further written notice to the parties.

f. A tape recording of the proceedings shall be made or arranged by the city manager in a format that is easily made available and is easily usable.

g. The hearing shall be conducted in a manner that ensures that parties have an opportunity to obtain documents and to obtain information about the theories and facts to be presented by the opposing parties in adequate time in advance of the hearing to enable preparation of their respective cases.

9. Required Findings in Decision. Any decision pursuant to this subsection shall include a determination of:

a. Base year and current year rental income;

b. Base year and current year operating expenses by category;

c. Base year and current year overall operating expenses;

d. Base year and current year net operating income;

e. The percentage change in net operating income between the base period and the current period;

f. The percentage change in the CPI between the base period and the current period;

g. The ratio of the percentage change in net operating income to the percentage change in the CPI between the base period and the current period;

h. The rent adjustment required under the MNOI standard pursuant to Section 9.80.070 and this section.

10. Conditions for Allowance or Disallowance of Rent Increase. The allowance or disallowance of any proposed rent increase (or decrease) or portion thereof may be reasonably conditioned in any manner necessary to effectuate the purposes of this chapter.

11. Deadline for Decision. A petition for a fair return adjustment shall be decided by the hearing officer within sixty days of the date of the filing of the appeal and the payment of all appellate fees, unless the hearing officer determines that there is good cause for an extension of this period or the city manager extends this period due to the length of time required to accommodate scheduling availability and limitations required to obtain the services of a hearing officer.

12. Notice of Decision. The city manager shall mail copies of the hearing officer's decision to the park owner and all affected tenants within three days of the city's receipt of the hearing officer's written decision. Copies of the decision shall be emailed to the park owner's and residents' representative as soon as possible after the decision is received by the city and in all cases within twenty-four hours after the decision is received by the city.

13. Preservation of Record. Any written findings made by the final decision-maker pursuant to this section shall be permanently preserved in the city records, so that they are available in the event of a future rent increase petition involving the same mobile home park.

14. Representation of Parties.

- a. The parties in any hearing may be represented at the hearing by a person of the party's choosing. The representative need not be an attorney.
- b. Written designation of representatives shall be filed with the city manager or hearing officer.
- c. The written designation of the representative shall include a statement that the representative is authorized to bind the party to any stipulation, decision or other action taken by the city manager or the hearing officer at the administrative hearing.

15. Modification of Decision in the Event of Mathematical or Clerical Inaccuracies. Any party alleging that the hearing officer's statement of decision contains mathematical or clerical inaccuracies may so notify the hearing officer and the other party within fifteen calendar days of the mailing of the decision to that party. The hearing officer may make any corrections warranted, and re-file the statement of decision within ten working days after receiving the allegation of the mathematical error. Alternatively, the hearing officer may decline to make any such corrections, but shall so notify the parties of his/her determination. Upon re-filing of the statement of decision with corrections or the filing of the hearing officer's declination to make corrections, the hearing officer's decision shall be final.

E. Overall Period for Review of Fair Return Petition. Except as is otherwise provided in this chapter, from the time a petition is determined complete to the time a final decision on that petition is made, no more than one hundred twenty (120) days shall pass, unless the hearing officer determines that there is good cause for extending this deadline or the city manager extends this period due to the length of time required to accommodate scheduling availability and the time involved in obtaining the services of a hearing officer.

F. The petitioner shall bear the burden of proof, by a preponderance of the evidence, on all issues necessary to the granting of the petitioner's petition, both at the city manager and hearing officer levels of review.

9.80.090 Pre-approved temporary rental increases for specified capital improvements.

A. An owner shall be permitted to obtain a temporary rental increase to obtain reimbursement for specified capital improvements pursuant to the provisions of this section.

B. The city manager or city council shall from time to time adopt an amortization schedule for typical capital improvements subject to the provisions of this section.

C. Prior to making a necessary capital improvement described in the adopted amortization schedule or a necessary capital improvement reasonably similar to the types of improvements described in the adopted amortization schedule, the park owner shall be permitted to file a petition with the city seeking approval of a temporary rental increase to reimburse the owner for the cost of the capital improvement. Except as is provided in subsection F, below, a park owner who commences and completes an allegedly necessary capital improvement prior to obtaining approval under this chapter for a temporary rental increase to reimburse the owner for the cost of that improvement shall be deemed to have conclusively waived the right to seek a rental increase for that cost.

D. In order to obtain approval for such a temporary rental increase, the owner must submit a petition to the city seeking such approval and providing the following, minimum, information:

- 1. a description of the proposed capital improvement and its cost and evidence establishing that the improvement is a capital improvement and not an item of maintenance and/or repair. The cost of the proposed capital improvement shall be reflected in at least two, fully executed and binding contracts, bids or proposals from qualified and licensed (if required by law) contractors, installers and/or builders.

Resumes, references and a list of similar projects previously successfully completed by the contractors/builders/installers shall also be included with the petition;

2. evidence establishing that the improvement is necessary at the time the owner seeks to implement it;
3. the date(s) upon which the owner proposes to commence and complete the capital improvement work;
4. the method and manner by which the city will be notified by the owner as to the commencement and prosecution of the work so that the city can adequately and timely monitor the work as it is being performed to assure, as much as is practicable, that the work which may be ultimately approved as a result of the owner's petition has been completed in accordance with the information provided as part of the petition and as approved hereunder;
5. the period of time over which the owner proposes to amortize the petitioned-for rental increase and the rationale therefor;
6. evidence that interest to be charged during that amortization period is comparable to interest that would be charged on a commercially available loan;
7. evidence that the capital improvement is made at a direct cost of not less than one hundred dollars per affected rental unit or at a total direct cost of not less than five thousand dollars, whichever is lower;
8. evidence that the costs, less any insurance proceeds, available grants or other applicable recovery or sources of funds, are averaged on a per unit basis for each rental unit actually benefited by the improvement. In this connection, the owner shall have an affirmative duty to, in good faith, make a diligent search for and reasonable inquiry about the available sources of funds to pay for the cost other than by increasing the rents charged by the owner and the petition shall contain a representation by the owner, executed under penalty of perjury, that such diligent search and reasonable inquiry was conducted and that no such alternative funds were found to exist (or that such funds were found to exist, stating the amount and source thereof and how they are to be used in paying for the subject improvement(s));
9. evidence that the costs are to be amortized over a period of not less than thirty-six months;
10. evidence that the costs do not include any additional costs incurred for property damage or deterioration that result or have resulted from any unreasonable delay in undertaking or completing any repair or improvement;
11. evidence that the costs do not include costs incurred to bring the park, rental unit(s), improvement or other property into compliance with a provision of the Sonoma Municipal Code or state law where the original installation of the improvement was not in compliance with code requirements;
12. a representation by the owner stating that at the end of the amortization period, the allowable monthly rent will be decreased by any amount it was increased because of a rent increase approval granted under this section; and
13. evidence that the amortization period is in conformance with any schedule adopted by the city manager or city council, unless it is determined that an alternate period is justified based on the evidence presented during the consideration of the owner's petition.

- E. The city clerk shall provide notice (“Capital Improvement Notice”) of the petition to all affected tenants. The notice shall indicate the proposed capital improvement, the amortization schedule including interest for the capital improvement, and the resulting temporary rental increase proposed. The city clerk shall email by .pdf or other format the petition and all of its attachments to the designated tenant representative. The city shall make a copy of all submissions by the park owner and the tenants in conjunction with the petition that shall be available in the form of an electronic .pdf file which shall be accessible through the city’s website. The owner shall post a complete, physical copy of the petition and its attachments at a location that is obvious and accessible to all tenants.

1. In the event that 50 percent plus one of the tenants renting spaces the rent for which is controlled by this chapter (with each space receiving one vote) (That is, if tenants renting 50 controlled spaces are affected by the proposed rent increase, the approval of one adult tenant from each of 26 separate spaces would be required.) whose rent would be increased were the petition approved protest the petition in writing to the clerk which said protests are received by the city clerk within thirty (30) days after the date the clerk mails or emails the Capital Improvement Notice to the affected tenants, the city manager shall determine whether the petition is complete pursuant to section 9.80.080, including determining whether all applicable fees have been paid, and process the petition in accordance section 9.80.080 as described below. Upon the city manger’s determination that the petition is complete, the city manager may (i) retain whatever expert assistance s/he may require in order to examine and decide the petition, (ii) require the owner to pay the necessary amounts to cover the experts’ costs pursuant to section 9.80.080, and (iii) require the owner to provide any additional information or evidence necessary in order for the city manager to make his/her decision on the petition. In addition, the city manager shall identify the submission date pertinent to the petition and so inform all affected parties and shall otherwise follow the review procedures set forth in section 9.80.080 as the city manager deems are applicable and appropriate for the disposition of the petition.

a. In order for the city manager to grant the petition, the city manager must find that petitioner’s submittals have proven, by a preponderance of the evidence, that each of the criteria and evidentiary requirements specified in subsection 9.80.090(D) has been satisfied.

b. The city manager’s decision on the petition shall be appealable pursuant to section 9.80.080 (D)(2)-(8), (10)-(15) and (F).

2. In the event that 50 percent plus one of the tenants renting spaces the rent for which is controlled by this chapter whose rent would be increased were the petition approved do not protest the petition in writing to the clerk within thirty (30) days after the date the clerk mails or emails the Capital Improvement Notice to the affected tenants, the city manager shall approve the petition as submitted, and send a notice to the petitioner and the affected tenants stating that the petition has been granted and identifying the amount of the rent increase allowed to be charged the affected tenants. Said decision by the city manager shall be final and shall not be administratively appealable.

- F. A park owner shall be entitled to seek a temporary rent increase in order to make an upgrade capital improvement only if the park owner has:

1. Consulted with the park tenants prior to initiating construction of the improvements regarding the nature and purpose of the improvements and the estimated cost of the improvements;

2. Obtained the prior written consent of at least one adult resident from each space of a majority of the mobilehome spaces to include the upgrade as a capital improvement eligible for amortization as a temporary rental increase. (That is, if the park has 50 spaces, the approval of one adult tenant from each of 26 separate spaces would be required.) Evidence of such consent must be presented at the time of filing the petition with the city.

Provided that the above, two criteria have been satisfied, the city manager shall approve the petition as submitted, and send a notice to the petitioner and the affected tenants stating that the petition has been granted and identifying the amount of the rent increase allowed to be charged the affected tenants. Said decision by the city manager shall be final and shall not be administratively appealable.

G. No rental increase granted pursuant to this section shall become effective until the first full month following the filing of a notice of completion of the capital improvement with the city clerk and the filing of a notice with the clerk by the city's building official stating that the work has been completed in accordance with the petition and the information and evidence upon which the rent increase was granted. Any rental increase approved pursuant to the provisions of this section shall be itemized separately on any rental statement or billing provided to the affected tenants and shall terminate upon the conclusion of the approved amortization period.

H. Nothing in this section shall prevent the park owner from making emergency capital improvements required as a result of a disaster or other unpredictable event; in such event, the park owner may make such limited and reasonable capital improvements required to protect the public health and safety and to limit further damage to the park, and to thereafter or simultaneously seek a capital improvement rental adjustment for such capital improvement pursuant to the provisions of this section. Any such petition shall be filed, processed and decided in accordance with subsections D and E, above.

9.80.100 Rent reductions for service reductions.

A. Submission of Service Reduction Petition to City Manager. A service reduction petition shall be submitted to the city manager in writing and should state:

1. The affected spaces;
2. The prior level of service established by the park owner for that tenant - homeowner's mobile home space and common facilities used by that tenant;
3. The specific changes in the prior level of services comprising the alleged reduction in service;
4. The date the service reduction was first noticed by the tenant - homeowner;
5. The date of notice to the park owner of the alleged service reduction, and if such notice was given, whether the notice was given orally or in writing;
6. When and how the park owner responded to the tenant - homeowner's notice, if notice was given;
7. Whether the condition was improved or corrected, and if so, when and how;
8. The status of the condition as of the date the petition is signed;
9. How the reduction or lack of the service in question has affected the petitioner's enjoyment of his/her rental unit, specifying, if possible, the nature of the effect and the time(s) during each day that the affect is manifested; and
10. Whether such service reduction was the result of a vote of a majority of the affected tenant - homeowners.

B. Filing, Processing and Deciding Service Reduction Petitions.

1. Subject to the provisions of this section 9.80.100, the filing, processing, and deciding of a service reduction petition shall be governed by sections 9.80.080 (C) (1), (2), (5), (6), (7) and 9; 9.80.080(D)(1-8), (10), (12), (14), (15), (F).
2. The petitioner seeking a service reduction rent decrease shall serve a copy of the petition and all supporting papers on the park owner's representative and the designated tenant representative at the same time petitioner files the petition with the city.

C. If the city manager or hearing officer finds that a material service reduction has occurred, the city manager or hearing officer shall determine the resultant percentage reduction in the tenant - homeowners' enjoyment of their

rental units due to the service reduction. Rent shall be reduced by that percentage or amount. The tenant - homeowners also shall be entitled to a rebate of the following sum: the monthly rent reduction multiplied by the number of months between the date the homeowners notified the park owner of the reduction in service, and the date the city manager determined the rent reduction. Said rebate shall be amortized and paid to the affected tenants in equal monthly installments over a five (5) year period, bearing interest at the rate specified in section 9.80.070(E)(3)(a)(viii). In the event the park owner was not notified of the service reduction by the tenants or petitioner and the park owner did not know nor should have known that the service reduction occurred prior to the filing of the petition, then no rebate shall be awarded. If a preponderance of the evidence proves that the park owner knew or should have known of the reduction in service, then a rebate shall be awarded and calculated from the date that the park owner knew or should have known of the advent of the reduction.

D. A service reduction shall not include the elimination or reduction of a recreational facility or service when such elimination or reduction and rent decrease resulting therefrom have the prior written approval of tenants renting two-thirds of the rental units in the park. In such cases no rebate shall be required.

E. No recreational service or facility which has been reduced or eliminated shall be reinstated at any cost to the homeowners without prior written approval of tenants renting two-thirds of the rental units in the park.

F. Consolidation of Service Reduction Petition with Consideration of Fair Return Petition. In the event that a service reduction petition is filed while a fair return petition is pending, either the city, the park owner, or the tenants may require consideration of the petition filed pursuant to this section in conjunction with the fair return petition.

9.80.110 Waivers.

A. Any waiver or purported waiver by a tenant - homeowner of rights granted under this chapter shall be void as contrary to public policy.

B. It shall be unlawful for a landlord to require or attempt to require, as a condition of tenancy in a mobile home park, a tenant - homeowner, a mobile home owner, mobile home tenant, prospective mobile home owner, or prospective mobile home tenant to waive in a lease or rental agreement or in any other agreement the rights granted to a mobile home owner or mobile home tenant by this chapter.

C. It shall be unlawful for a landlord to deny or threaten to deny tenancy in a mobile home park to any person on account of such person's refusal to enter into a lease or rental agreement or any other agreement under which such person would waive the rights granted to a mobile home owner or mobile home tenant by this chapter.

9.80.120 Information to be supplied by the park owner to tenant - homeowners and prospective tenant - homeowner .

A. Posting of Chapter. A copy of this chapter shall be posted in the office of every mobile home park and in the recreation building or clubhouse of every mobile home park.

9.80.125 Information to be provided by the city to the public.

The city's web page shall include a copy of this chapter and other information (determined in the city's sole discretion) related to mobile home park space rentals within the city, and a copy of California's Mobilehome Residency Law.

9.80.130 Designated Tenant - Homeowners' Representatives.

A. The tenant - homeowners of each mobile home park in the city who rent spaces controlled by this chapter shall annually elect by majority vote, with one vote per space, a designated resident representative ("designated tenant representative" or "DTR") to receive all notices and documents which by this chapter are required to be

delivered to the DTR. In addition, on behalf of the tenant – homeowners, said DTR shall have the authority to accept and reject settlement offers submitted pursuant to section 9.80.075, which said acceptance or rejection by the DTR shall be binding upon the said tenant- homeowners.

B. The elected DTR shall advise the city manager of the name, address and phone number of the elected DTR in writing no later than January 31st of each year and shall promptly notify the city manager of any change of representative. Said writing shall be dated, signed and also include the following certification, or a certification substantially similar to the following:

“I certify that I have been elected as the designated tenant representative (DTR) for the _____ mobilehome park (“park”) as the result of a duly noticed election. All tenants of spaces in the park which are governed by Chapter 9.80 of the Sonoma Municipal Code were delivered written notices advising them of (a) their right to vote for the park’s DTR, (b) the authority and obligations of the DTR, (c) the slate of candidates running for the position of the park’s DTR, (d) the date by when and how they must cast their vote and (e) the place to cast their vote. I further certify that of the ballots timely cast, _____ [number] or _____ % were cast in favor of the undersigned.”

C. In the event no person is elected or willing to serve as the DTR, then the president or presiding officer of any existing tenants’ organization or association shall be requested to serve as the DTR until said position can be filled by election as set forth above. In the event that no person will or can serve as the DTR in a given park, then the duties and authorization imposed upon and granted, respectively, to the DTR hereunder shall not be discharged or exercised, respectively, with respect to that park. In the event a DTR fails to discharge his/her duties as specified in this chapter, the tenants described in subsection (A) above shall have the right to vote as to whether or not the DTR shall continue acting as the DTR. If the tenants renting a majority of the spaces controlled by this chapter vote against the DTR retaining his/her position as DTR, that person shall step down from and no longer occupy the position of DTR effective as of the date of the election.

D. In addition to the DTR’s duties and authorization set forth in subsection (A) above, the DTR shall discharge the following obligations:

1. upon receipt of the notices and documents which the DTR is to receive under this chapter, the DTR shall (a) post copies of same in a community center or other place in the park that is readily accessible to and frequented by the tenants, and (b) electronically send them to all affected tenants but only to the extent that the DTR personally has the equipment, technology and know-how to accomplish this task (and the DTR only needs to electronically send said material to those affected tenants who have provided the DTR their email addresses);

2. make good faith and timely efforts to notify all affected tenants of any settlement offers received by or proposed by the DTR pursuant to section 9.80.075. In this connection, the DTR shall develop and follow procedures aimed at soliciting and obtaining the maximum input practicable from those tenants affected by such settlement offers so that the DTR is reasonably certain that the positions the DTR takes vis a vis such offers is representative of the desires of those tenants who are renting a majority of the spaces affected or potentially affected by the offers.

E. During his/her term of office as the DTR, the DTR cannot also serve on any city council, commission, committee or board.

9.80.140 Rights of prospective tenant - homeowners.

Any prospective tenant - homeowner must be offered the option of renting a mobile home space in a manner which will permit the “tenant-to-be” to receive the benefits of the mobile home space rent stabilization program codified herein which includes, but is not limited to, rental of a mobile home space on a month-to-month basis. Such a person cannot be denied the option of a tenancy of twelve months or less in duration.

The park owner shall provide each prospective tenant - homeowner with a photocopy of the written notification

attached as Appendix A to this chapter and will provide each prospective tenant with a copy of this chapter.

Any effort to circumvent the requirements of this section shall be unlawful.

9.80.150 Annual registration and other notices required from owner.

A. Due Date. No later than May 31 of each year, each park owner shall file an annual registration statement, on a form prescribed by the city manager.

B. Contents of Registration Form. The registration form shall include the name(s), business address(es), and business telephone number(s) of each person or legal entity possessing an ownership interest in the park and the nature of such interest; the number of mobile home spaces within the park; a rent schedule reflecting the current space rents within the park; a listing of all other charges, including utilities not included in space rent, paid by mobile home owners within the park and the approximate amount of each such charge; the name and address to which all required notices and correspondence may be sent; the name and address of each mobilehome owner; the name and address of each person renting a mobilehome; an identification of those spaces or mobilehomes which the park owner considers exempt from this chapter and a statement of the reasons therefor; a statement of the number of recreational vehicle spaces in the park; and other information required by the city manager.

C. Certification of Registration Forms. All registration forms, and any documentation accompanying any registration forms, shall contain an affidavit or declaration, signed by the park owner or a designated agent, with his/her signature notarized, certifying that the information contained therein is true, correct and complete.

D. Notice of Sale of a Park. Upon the sale or transfer of a mobile home park, the seller or transferor shall notify the city manager of the sale or transfer and of the name and address of the buyer or transferee. Within ten days of the sale or transfer of a mobile home park, the buyer or transferee shall provide a new registration form meeting the requirements of this section.

E. Notice to Prospective Park Purchasers. The park owner shall provide prospective park purchasers with a copy of this chapter and notice that the following would be a prerequisite to filing a rent increase application pursuant to Sections 9.80.080 and 9.80.090:

1. A statement of the base year income, expenses, and net operating income of the park with a breakdown of income and expenses by category.
2. Documents supporting the amounts reported in the income and expense statement.

9.80.160 Retaliation prohibited.

A. It shall be unlawful for any landlord to evict a tenant - homeowner or mobile home tenant where the landlord's dominant motive in seeking to recover possession of the rental unit is:

1. Retaliation for the tenant - homeowner's or mobile home tenant's organizing, petitioning government for rent relief, or exercising any right granted under this chapter; or
2. Evasion of the purposes of this chapter.

B. It shall be unlawful for a landlord to retaliate against a tenant - homeowner or mobile home tenant for the owner's or tenant's assertion or exercise of rights under this chapter in any manner, including but not limited to:

1. Threatening to bring or bringing an action to recover possession of a rental unit.
2. Engaging in any form of harassment that causes the tenant - homeowner to quit the premises.

3. Decreasing housing services.
4. Increasing rent.
5. Imposing or increasing a security deposit or other charge payable by the owner or tenant.

9.80.170 Excessive Rents or Demands Therefor.

It shall be unlawful for a park owner to demand, accept, receive, or retain any rent in excess of the amounts authorized by this chapter.

9.80.175 Permissible reasons for terminating or refusing to renew a tenancy.

A tenancy which is not subject to the provisions of the Mobilehome Residency Law shall not be terminated nor shall its renewal be refused, except for one or more of the following reasons:

- A. Failure of the tenant to comply with a local ordinance or state law or regulation relating to mobilehomes within a reasonable time after the tenant receives a notice of noncompliance from the appropriate governmental agency;
- B. Conduct by the tenant, upon the mobilehome park premises, which constitutes a substantial annoyance to other tenants;
- C. Failure of the tenant to comply with a reasonable rule or regulation of the mobilehome park. No act or omission of the tenant shall constitute such failure to comply unless and until the owner has given the tenant written notice of the alleged rule or regulation violation and the tenant has failed to adhere to the rule or regulation within seven days;
- D. Nonpayment of rent, utility charges, or reasonable incidental service charges;
- E. Condemnation of the mobilehome park;
- F. Change of use of the mobilehome park; provided, that the provisions of subsection (f) of Section 798.56 of the California Civil Code are followed:
 1. The owner gives the tenant written notice of the proposed change 12 months or more before the date of the proposed change,
 2. The owner gives each proposed tenant whose tenancy will commence within 12 months of the proposed change written notice thereof prior to the inception of that person's tenancy. Notice of termination or refusal to renew must be given in writing in the manner prescribed by Section 1162 of the Code of Civil Procedure or at least 60 days prior to the termination date of the tenancy. Said notice shall state the date the tenancy terminates, the reason for the termination or refusal to renew, and the specific facts upon which the owner is relying. (Ord. 98-6 § 1, 1998).

9.80.180 Refusal of tenant to pay illegal rent.

A tenant may refuse to pay any rent in excess of the maximum rent permitted by this chapter. The fact that such unpaid rent is in excess of the maximum rent shall be a defense in any action brought to recover possession of a mobilehome space for nonpayment of rent or to collect the illegal rent. (Ord. 98-6 § 1, 1998).

9.80.190 Remedies.

- A. Any person who demands, accepts or retains any payment or rent in violation of the provisions of this chapter shall be liable in a civil action to the person from whom such payment is demanded, accepted or retained for damages in the sum of three times the amount by which the payment or payments demanded, accepted, or retained exceed the maximum rent which could be lawfully demanded, accepted or retained together with reasonable attorney's fees and costs as determined by the court. (Ord. 98-6 § 1, 1998).
- B. Remedies provided by this section are in addition to any other legal or equitable remedies and are not

intended to be exclusive.

C. The city council may institute a civil action to compel compliance with this chapter.

9.80.200 Administration Fees.

A. Except as to any fees assessed pursuant to section 9.80.080(C), the costs of administration of this chapter shall be borne by the city, subject to reimbursement of the city's general fund by imposition of a rent stabilization administration fee chargeable against each mobilehome space in the city. The park owner who pays the fees imposed by this section may not pass through any of these fees assessed against a mobilehome space to the tenants.

B. On or before June 30th of each year, each owner of a mobilehome park shall pay to the city clerk of the city a mobilehome park rent stabilization program administration fee in the sum of \$24.00 per year for each "mobilehome space", including both occupied and unoccupied mobilehome spaces not subject to a rental agreement in full compliance with the requirements of Civil Code Section 798.17(a) and (b). The City Council shall be authorized to increase this fee each year by the amount of the annual increase of the CPI. City staff shall determine the rise in the CPI from December to December, and round this percentage amount to the nearest Five Cents (\$.05).

C. The city clerk of the city shall forward these funds to the city manager department to administer the mobilehome park rent stabilization ordinance enacted in Article I of this chapter. Further, the city clerk of the city shall issue to each mobilehome park owner a receipt for payment of the fees required to be paid in this article.

D. Any person owing money to the city under the provisions of this article shall be liable to an action brought in the name of the city for the recovery of such amount.

9.80.210 Late payment – Fee.

A service fee equal to one and one-half percent per month will be charged on all late payments of administration fees under this chapter.

9.80.220 City Manager Authorized to Promulgate Rules and Regulations.

Subject to the approval of the City Council, the city manager is authorized to adopt and promulgate rules and regulations not inconsistent with this chapter and which implement the provisions of this chapter.

APPENDIX A

IMPORTANT NOTICE TO PROSPECTIVE HOMEOWNER REGARDING THE PROPOSED RENTAL AGREEMENT FOR THE MOBILE HOME PARK.

PLEASE TAKE NOTICE THAT THIS RENTAL AGREEMENT CREATES A TENANCY WITH A TERM IN EXCESS OF TWELVE MONTHS.

BY SIGNING THIS RENTAL AGREEMENT, YOU ARE EXEMPTING THIS MOBILE HOME SPACE FROM THE PROVISIONS OF THE CITY OF SONOMA MOBILE HOME RENT STABILIZATION ORDINANCE FOR THE TERM OF THIS RENTAL AGREEMENT.

THE CITY OF SONOMA MOBILE HOME RENT STABILIZATION ORDINANCE AND THE STATE MOBILE HOME RESIDENCY LAW (CALIFORNIA CIVIL CODE SEC. 798 et seq.) GIVE YOU CERTAIN RIGHTS. BEFORE SIGNING THIS RENTAL AGREEMENT YOU MAY CHOOSE TO SEE A LAWYER.

UNDER THE PROVISIONS OF STATE LAW, YOU HAVE A RIGHT TO BE OFFERED A RENTAL AGREEMENT FOR:

- (1) A TERM OF TWELVE MONTHS, OR
- (2) A LESSER PERIOD AS YOU MAY REQUEST, OR
- (3) A LONGER PERIOD AS YOU AND THE MOBILE HOME PARK MANAGEMENT MAY AGREE. YOU HAVE A RIGHT TO REVIEW THIS AGREEMENT FOR 30 DAYS BEFORE ACCEPTING OR REJECTING IT.

IF YOU SIGN THE AGREEMENT YOU MAY CANCEL THE AGREEMENT BY NOTIFYING THE PARK MANAGEMENT IN WRITING OF THE CANCELLATION WITHIN 72 HOURS OF YOUR EXECUTION OF THE AGREEMENT.

IT IS UNLAWFUL FOR A MOBILE HOME PARK OWNER OR ANY AGENT OR REPRESENTATIVE OF THE OWNER TO DISCRIMINATE AGAINST YOU BECAUSE OF THE EXERCISE OF ANY RIGHTS YOU MAY HAVE UNDER THE CITY OF SONOMA MOBILE HOME RENT REVIEW LAW, OR BECAUSE OF YOUR CHOICE TO ENTER INTO A RENTAL AGREEMENT WHICH IS SUBJECT TO THE PROVISIONS OF THAT LAW.

Section 2. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrase or clauses be declared unconstitutional on their face or as applied.

Section 3. Effective date. This ordinance shall become effective 30 days after the date of adoption.

Section 4. Posting. This ordinance shall be published in accordance with applicable provisions of law, by either:

publishing the entire ordinance once in the Sonoma Index Tribute, a newspaper of general circulation, published in the City of Sonoma, within fifteen (15) days after its passage and adoption, or

publishing the title or appropriate summary in the Sonoma Index Tribune at least five (5) days prior to adoption, and a second time within fifteen (15) days after its passage and adoption with the names of those City Councilmembers voting for and against the ordinance.

THE FOREGOING ORDINANCE was first introduced at a regular meeting of the Sonoma City Council on the ____ day of _____, 2016, and was passed and adopted at a regular meeting of the Sonoma City Council on the ____ day of _____, 2016, by the following vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

ABSTAIN: Councilmembers

Mayor of the City of Sonoma

Attest:

City Clerk of the City of Sonoma

Approved as to form:

City Attorney of the City of Sonoma



CITY OF SONOMA
City Council/Successor Agency
Agenda Item Summary

City Council Agenda Item: 5A

Meeting Date: 04/18/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the portions of the minutes of the March 21 and April 4, 2016 City Council meetings pertaining to the Successor Agency.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

See agenda item 4B for the minutes

Alignment with Council Goals: N/A

cc: NA



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: Item 6A

Meeting Date: 04/18/2016

Department

Administration

Staff Contact

Carol E. Giovanatto, City Manager

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Discussion, Consideration and possible action relating to a Refuse Rate Adjustment with City Franchisee Sonoma Garbage Company, Inc. to be effective for the billing period beginning April 1, 2016.

Summary

The City's franchise Refuse Hauler, Sonoma Garbage Company, Inc. [SGC] has submitted the proposed rate increase for 2016. The proposal is based on the calculation of the Refuse Rate Index [RRI] to establish the increase in the base rate. No additional changes to the Franchise Agreement or services are requested. This increase is in accordance with the Franchise Agreement to maintain a fair rate of return.

Proposed Rate Adjustment to be effective for the billing period beginning on April 1, 2016 is requested as follows:

Residential, Commercial and Debris Box Rates: 1.51% [RRI + tipping fee adjustment]

Update on Implementation of a Local Composting Program: In September, 2014 as a component of the refuse rate adjustment, Sonoma Garbage Collectors, Inc requested a ten-year extension to its current agreement with the City which currently is set to expire on May 31, 2017. With approval of the request, the extension period of ten years through May 31, 2027. The request was predicated on SGC's proposal to construct a local composting facility. The program involves construction and operation of a composting system designed to process all of the City's sources separated organic, compostable waste stream. The ultimate success of this program would, at a minimum, create benefits in the areas of:

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

The City Council approved the extension of 10-years subject to the composting facility being operational by September 2017. A status report on the progress of the facility has been provided by Sonoma Garbage and is included with this report for informational purposes.

Recommended Council Action

Adopt resolution approving a rate increase of 1.51% to be effective April 1, 2016

Alternative Actions

Defer action pending receipt of additional specified information

Financial Impact

The combined rate increase for the typical residential customer in Sonoma [32 gallon container] will be \$.20 per month [from \$13.39 to \$13.59]. Franchise fee revenue is estimated to increase by approximately \$200 annually.

Environmental Review

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

Status

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

Attachments:

RRI Calculation

Resolution

Update on Implementation of a Local Composting Program (Attachment B)

Alignment with Council Goals:

N/A

cc:

Sonoma Garbage/John Curroto

Ken Wells

**TABLE 1
REFUSE RATE INDEX CALCULATION**

| Item # | Category | Data Source | % | Item Weight | Weighted Percentage Change |
|----------------------------------|---------------------|--|---------|-------------|----------------------------|
| 1 | Labor | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.60% | 40% | 1% |
| 2 | Motor Fuel | Series ID: WPU057303 Diesel Fuel | -41.00% | 5% | -1.86% |
| 3 | Vehicle Replacement | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.60% | 1% | 0.03% |
| 4 | Vehicle Maintenance | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.60% | 4% | 0.12% |
| 5 | CPI All Items | Series ID: CUURA422SA0 CPI-All Urban Consumers | 2.60% | 8% | 0.20% |
| 6 | Disposal | Annual Tipping Fee Increase at the Sonoma County Central Landfill | 4.70% | 42% | 1.99% |
| TOTAL RRI ADJUSTMENT 2016 | | | | 100% | 1.51% |

**CITY OF SONOMA
RESOLUTION NO. ____ - 2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SONOMA APPROVING REFUSE RATE ADJUSTMENTS**

WHEREAS, the City of Sonoma has a franchise agreement with Sonoma Garbage Collectors, Inc., to perform solid waste collection services in the City of Sonoma; and

WHEREAS, pursuant to said agreement, Sonoma Garbage Collectors, Inc. (“SGC”) is entitled to seek certain adjustments in the rates it charges its customers for such services; and

WHEREAS, it is in the best interests of the City that said agreement be amended in certain respects; and

WHEREAS, SGC has made application for adjustments in the rates it charges to its customers to become effective April 1, 2016; and

WHEREAS, based on the financial data submitted by SGC, rate adjustments are justified:

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

For the reasons specified in the staff report submitted to the City Council at its meeting on April 18, 2016, pertinent to SGC’s request for refuse rate adjustments, for the billing period effective April 1, 2016, the rates that SGC charges its residential customers may be increased 1.51%. The rates for the various services provided by SGC as approved herein are set forth in **Exhibit A** incorporated herein by this reference.

ADOPTED this 18th day of April, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Laurie Gallian, Mayor

ATTEST:

Gay Johann, Assistant City Manager/City Clerk

Effective April 1, 2016**Monthly Rates for Weekly Curbside Pick-up**

| Service Level | Adopted Rates effective April 1, 2016 |
|---|--|
| Rate for refuse collection once each week | |
| 20 gallon can | 8.28 |
| 32 gallon can | 13.59 |
| 64 gallon can | 29.52 |
| 90 gallon can | 45.29 |
| 2 cubic yard bin | 175.61 |
| 3 cubic yard bin | 263.20 |
| 4 cubic yard bin | 351.22 |
| Rate each pickup for refuse bins on a variable pickup schedule | |
| Each 2 cy bin | 40.76 |
| Each 3 cy bin | 61.14 |
| Each 4 cy bin | 81.52 |
| Compacted Refuse | |
| Front-Load Compactor 2 yd [1,000 lbs maximum weight] per pickup | 170.00 |
| Debris Box | |
| Debris Box 20 yd (includes 2 tons of waste) | 457.84 |
| Debris Box 30 yd (includes 3 tons of waste) | 614.91 |

An additional charge of \$10 per month for each bin will be applied to bin service. Bin service includes curbside collection of food scraps and green waste, up to two additional containers (32, 64, or 94 gal.) provided. Waste in debris boxes above the included quantity will be charged \$130.47 per ton.

OPERATING COST STATEMENT FOR REFUSE RATE INDEX APRIL 2016

| | Cost Category | Description | Annual Cost | % of Total |
|---|-----------------------|-------------|------------------|------------|
| 1 | Labor | | 901,498 | 40% |
| 2 | Motorfuel | | 102,603 | 5% |
| 3 | Equipment Replacement | | 27,327 | 1% |
| 4 | Vehicle Maintenance | | 101,696 | 4% |
| 5 | All Other Items | | 175,347 | 8% |
| 6 | Disposal | | 956,855 | 42% |
| | Total | | <u>2,265,326</u> | 100% |

Annual Costs based on Annual Financial Statement Dated 12-31-15.

To: Carol Giovanatto, City Manager
City of Sonoma

From: Ken Wells
for Sonoma Garbage Collectors

Re: Update on Implementation of a Local Composting Program

On November 3, 2014 the City Council agreed to a franchise extension to Sonoma Garbage Collectors (SGC) conditional on the implementation of a local composting program to process the City's green waste.

This memo provides an update on the progress on this program.

To date, SGC has acquired property, a grinder and screen for the delivery, handling and grinding of the City's green waste and has delivered test loads of processed green waste to local composters to ensure the initial processing of the City's green waste is appropriate for the production of quality compost.

Permitting for this property is underway and County approval for green waste handling and processing is expected shortly.

Design is underway for a SGC compost site that will be a partner with a local dairy to produce a variety of compost products for farms, landscapers and local gardeners.

With several local composters available to handle the City's green waste as standby to the SGC program, it is expected that SGC will satisfy the conditional extension requirements on schedule by 2017.



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 6B

Meeting Date: 04/18/16

Department

Planning

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Discussion, consideration, and possible action on the introduction of an ordinance amending the Development Code by implementing Housing Element measures and clarifying provisions related to the Mixed Use zone and Planned Development permits.

Summary

In recent meetings, the Planning Commission has reviewed a set of draft amendments to the Development Code addressing several issues under discussion pertaining to Housing Element implantation measures, the Mixed Use Zone, and Planned Development Permits, summarized as follows:

1. Establishing prohibitions on the use of Second Units as Vacation Rentals, consistent with Implementation Measures #4 and #6 of the Housing Element.
2. Amending the description of the Mixed Use zone to make it clear that 100% residential development is an allowable use.
3. Clarifying the Planned Development Permit provisions by affirming that the Planned Development permit is an allowed option in the Mixed Use zone.
4. Increasing the required term of affordability for inclusionary, density bonus, and City-funded affordable units to 55 years.

In its initial review, which occurred on February 11th, the Planning Commission gave direction to staff on changes that it wished to see in the draft ordinance. Staff returned with a revised ordinance that was reviewed by the Commission at its meeting of March 10, 2016, at which time it voted 6-1 (Comm. Coleman dissenting) to forward the ordinance to the City Council with a recommendation for adoption. Further details are provided in the attached staff report to the Planning Commission.

Recommended Council Action

Introduce the ordinance, as recommended by the Planning Commission.

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
-

Alignment with Council Goals:

The adoption of the proposed ordinance aligns with the Housing goal, which includes the direction to: *“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.”*

Attachments:

1. Draft Ordinance
2. Planning Commission staff report
3. Draft minutes of the Planning Commission meeting of March 10, 2016
4. Correspondence

cc: Robert Felder, Planning Commission Chair

CITY OF SONOMA

ORDINANCE NO. X - 2016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA AMENDING TITLE 19 OF THE SONOMA MUNICIPAL CODE BY MAKING REVISIONS IN ACCORDANCE WITH IMPLEMENTATION MEASURES OF THE CITY'S HOUSING ELEMENT AND CLARIFYING PROVISIONS RELATED TO THE MIXED USE ZONE AND PLANNED DEVELOPMENT PERMITS

The City Council of the City of Sonoma does ordain as follows:

Section 1. Amendments to “Adaptive Reuse” (Title 19, Section 19.42.030) of the Sonoma Municipal Code.

Section 19.42.030 is hereby amended as set forth in Exhibit “A”.

Section 2. Amendments to “Vacation Rentals” (Title 19, Section 19.50.110) of the Sonoma Municipal Code.

Section 19.42.030 is hereby amended as set forth in Exhibit “B”.

Section 3. Amendments to “Zones and Allowable Use” (Title 19, Chapter 19.10) of the Sonoma Municipal Code.

Section 19.10.020.C.1 (MX (Mixed Use) District) is hereby amended as set forth in Exhibit “C”.

Section 4. Amendments to “Planned development permit” (Title 19, Section 19.54.070).

Section 19.54.070.B is hereby amended as set forth in Exhibit “D”.

Section 5. Amendments to “Continued Availability” (Title 19, Section 19.44.040).

A. Section 19.44.040.A is hereby amended to read as follows:

Development Projects with City Funding – ~~40~~ 55 Years. Projects receiving a direct financial contribution or other financial incentives from the city, or a density bonus and at least one other concession or incentive, shall maintain the availability of the lower income density bonus units for a minimum of ~~40~~ 55 years, as required by state law (Government Code Sections 65915(c) and 65916);

B. Section 19.44.040.B is hereby amended to read as follows:

Private Development Projects – Inclusionary and Density Bonus Only – ~~30~~ 55 Years. Privately financed projects that receive a density bonus as the only incentive from the city shall maintain the availability of lower income density bonus units for ~~a minimum of 30~~ a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program; and

C. Section 19.44.040.C.5 is hereby amended to read as follows:

Standards for Incomes and Rents/Sales Prices. Standards for maximum qualifying household incomes and standards for maximum rents or sales prices consistent with the most recently adopted affordability policies of the city of Sonoma and Section 50053 of the Health and Safety Code.

Section 5. Exemption from Environmental Review.

The amendments to the Municipal Code effected by this ordinance are exempt from environmental review pursuant to Section (b)(3) of title 14 of the California Code of Regulations, as it can be determined with certainty that there is no possibility that the proposed revisions to the Development Code, which are intended to implement directions set forth in the Housing Element, ensure that the City's density bonus and inclusionary regulations are consistent with State Law, and to clarify provisions related to planned development permits, will not have any significant impact on the environment.

Section 6. Effective Date.

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

PASSED, APPROVED AND ADOPTED by the City Council of the City of Sonoma this XX day of XX, 2016.

Exhibit A

19.42.030 Adaptive reuse.

The adaptive reuse of historic structures within the historic overlay district, involving uses not otherwise allowed through the base zone, may be allowed subject to the approval of a conditional use permit, in compliance with SMC 19.54.040 and as set forth below.

A. Eligible Structures. The following types of structures are eligible for adaptive reuse:

1. Officially Designated Structures. Those structures of officially designated historical significance as indicated by (a) listing with the State Office of Historic Preservation, or (b) listing as a locally significant historic resource, regardless of whether they are located within the historic overlay zone.

2. Structures with Potential Historical Value. In addition to officially designated structures, there are other structures that may have historical value because of their age (usually more than 50 years old), and their contribution to the overall historic character of the community due to their unique architectural scale and style, use of design details, form, materials, or proportion, as may be documented through listing on the Sonoma League for Historic Preservation's inventory of historic structures. Such structures shall only be eligible for adaptive reuse if located within the historic overlay zone and shall not be eligible for consideration as a vacation rental.

B. Allowable Use. The following uses may be considered in an application for the adaptive reuse of a historic structure:

1. Residential Uses and Densities.

a. Allowable Residential Uses. Single- and multifamily dwellings and residential condominiums.

b. Allowable Residential Densities. The allowable residential density within the historic overlay district may exceed the normally allowable density under the subject general plan designation and zoning district, subject to the approval of the planning commission.

2. Nonresidential Uses.

a. Bed and breakfast inns;

b. Hotels;

c. Limited retail;

d. Mixed use (residential over commercial) developments;

e. Professional and service-oriented offices;

f. Restaurants (with or without outdoor dining facilities);

g. Vacation rentals (limited to structures listed or eligible for listing on the State Register of Historic Places), and

h. Wine tasting facilities.

C. Retention of Residential Character, Scale, and Style. Adaptive reuse projects shall retain a residential character, scale, and style (e.g., off-street parking areas would be prohibited in the front and street side setbacks, new construction would have a residential appearance, signs would be limited, etc.). The guidelines set forth in SMC 19.42.040 shall be considered by the planning commission in applications for adaptive reuse.

D. Compliance with Parking Standards. The above-listed uses shall be provided with suitable parking, in compliance with Chapter 19.48 SMC (Parking and Loading Standards).

E. Findings and Decision. The planning commission shall approve, with or without conditions, the adaptive reuse of an historic structure only if all of the following findings can be made, in addition to those identified in SMC 19.54.040 (Use permits). The alteration or adaptive reuse would:

1. Enhance, perpetuate, preserve, protect, and restore those historic districts, neighborhoods, sites, structures, and zoning districts which contribute to the aesthetic and cultural benefit of the city;
2. Stabilize and improve the economic value of historic districts, neighborhoods, sites, structures, and zoning districts;
3. Preserve diverse architectural design reflecting phases of the city's history, and encourage design styles and construction methods and materials that are compatible with the surrounding neighborhood(s);
4. Promote and encourage continued private ownership and utilization of structures now so owned and used; and
5. Substantially comply with the applicable Secretary of the Interior Standards and Guidelines for the Treatment of Historic Properties as well as the applicable requirements and guidelines of this chapter.

The following additional finding is required for applications for adaptive reuse as a vacation rental:

5. Restore and rehabilitate a historic structure and/or property, excluding second units, which is listed or eligible for listing on the State Register of Historic Places, that has fallen into such a level of disrepair that the economic benefits of adaptive reuse are necessary to stem further deterioration, correct deficient conditions, or avoid demolition as implemented in the conditions of project approval.

Exhibit B

19.50.110 Vacation rentals.

This section sets forth requirements for the establishment and operation of vacation rental facilities.

A. Permit and Operational Requirements. The approval and operation of a vacation rental shall be subject to the following requirements and restrictions:

1. Conditional Use Permit Required. The establishment and operation of a vacation rental shall require the approval of a conditional use permit in compliance with SMC 19.54.040;
2. Maximum Number of Units. A vacation rental shall consist of no more than two complete residential units;
3. Business License Required. A business license is required for the establishment and operation of a vacation rental;
4. Transient Occupancy Tax. A transient occupancy tax registration form shall be completed, and the owner or manager shall pay transient occupancy tax;
5. Maximum Length of Stay. Visitor occupancy shall be limited to a maximum of 29 consecutive days;
6. Fire and Life Safety. Fire and life safety requirements as required by the fire department and the building division shall be implemented. Minimum requirements shall include approved smoke detectors in each lodging room, installation of an approved fire extinguisher in the structure, and the inclusion of an evacuation plan posted in each lodging room;
7. Annual Inspection. Each vacation rental shall comply with the annual fire and life safety certification procedures of the fire department;
8. Signs. One sign, with a maximum area of two square feet, shall be allowed subject to the approval of the city's design review and historic preservation commission;
9. Secondary Use. A vacation rental in the Commercial zone shall be allowed only in conjunction with an approved commercial use.
10. Second Units. Second units shall not be eligible for use as a vacation rental.

B. Licensed Vacation Rentals. Existing, licensed vacation rentals shall be allowed to continue as a legal, nonconforming use provided they comply with the requirements set forth in subsection (A)(4) through (A)(8) of this section. For the purpose of this section, "licensed" shall mean a vacation rental which as of November 3, 1999, has a valid business license and has registered to pay transient occupancy tax pursuant to SMC 3.16.060.

Exhibit C

19.10.020.C. Mixed Use Zoning District.

1. MX (Mixed Use) District. The MX zoning district is intended to allow for higher density housing types, such as apartments and condominiums, both separately and in conjunction with commercial and office development, in order to increase housing opportunities, reduce dependence on the automobile, and provide a pedestrian presence in commercial areas. Under this designation, long-standing commercial and industrial uses in otherwise residential areas may be preserved and, subject to use permit review, modified or intensified. The maximum residential density is 20 dwelling units per acre. The MX zoning district is consistent with the Mixed Use land use designation of the General Plan.
2. Residential Component. In applications for new development for which a discretionary permit is required, a residential component is required, unless waived by the planning commission. A residential component should normally comprise at least 50 percent of the total proposed building area. Circumstances in which the residential component may be reduced or waived include, but are not limited to, the following:
 - a. The replacement of a commercial use within an existing tenant space with another commercial use.
 - b. The presence of uses or conditions incompatible with residential development on or adjacent to the property for which a new development is proposed.
 - c. Property characteristics, including size limitations and environmental characteristics, that constrain opportunities for residential development or make it infeasible.
 - d. Limitations imposed by other regulatory requirements, such as the Growth Management Ordinance.
3. Commercial Component. In applications for new development for which a discretionary permit is required, a commercial component may be required, unless waived by the planning commission. Circumstances in which a commercial component may be waived include, but are not limited to, the following:
 - a. The replacement, expansion, or alteration of a residential use within an existing residential or mixed-use development.
 - b. The presence of uses or conditions incompatible with commercial development on or adjacent to the property for which a new development is proposed.
 - c. Property characteristics, including size limitations and environmental characteristics, that constrain opportunities for commercial development or make it infeasible.
 - d. Interference with the objective of maximizing housing opportunities, especially affordable housing and other housing types that meet community needs as identified in the Housing Element.
 - e. Limitations imposed by other development regulations, including applicable requirements and guidelines of the Development Code.

Exhibit D

9.54.070 Planned development permit.

A. Purpose. The planned development permit is intended to provide a process for allowing greater flexibility in site planning and design than afforded by the general development standards of this development code, to encourage more innovative and desirable projects, and efficient use of land than may be possible through strict application of conventional zoning regulations. In general, planned development permits are intended to address development under the following circumstances:

1. Properties with unique, challenging, or valuable topographic or environmental features;
2. Infill properties that are oddly shaped, narrow, or otherwise difficult to design for using normal development standards;
3. Site plans or building designs that are clearly responsive to the objectives of this development code, but which require variations from the normal development standards in order to achieve a useful innovation or a higher level of design quality than would otherwise be possible;
4. Developments that include affordable housing, where departures from normal development standards are used to reduce development costs while maintaining design quality.

A planned development permit shall not be granted solely for the purpose of maximizing development potential or for merely allowing the development of individual units on separate lots.

B. Applicability. Planned development permits may be requested for any development project in any residential, mixed use, or commercial zoning district. Flexibility in the application of development standards may only be authorized with regard to the following requirements of Divisions II, III, and IV:

1. Structure location and setbacks, yard areas, and open spaces;
2. Parking and loading requirements, ingress and egress location;
3. Fences, walls and screening;
4. Landscaping requirements;
5. Lot area and dimensions.

The power to modify development standards through grant a planned development permit does not include allowed land uses, ~~or~~ residential density regulations, or building heights.

C. Application Requirements. An application for a planned development shall be filed in compliance with SMC 19.52.040, Application preparation and filing. It is the responsibility of the applicant to provide evidence in support of the findings required by subsection (F) of this section, Findings, Decision.

- D. Project Review, Notice and Hearing. Each planned development application shall be reviewed by the city planner to ensure that the application is consistent with the purpose and intent of this section. The planning commission shall hold a public hearing in compliance with Chapter 19.88 SMC, Public Hearings, and may approve, approve with conditions, or disapprove the planned development permit in compliance with this section.
- E. Objectives. In the course of reviewing an application for a planned development permit, the planning commission shall evaluate it in terms of the following objectives, as applicable:

1. General Objectives

- a. Integrating environmental features and other site characteristics into the development plan;
- b. Establishing appropriate relationships between the development and adjoining properties, in terms of setbacks, yard orientation, and building heights;
- c. Creating high quality common and/or private open space; and
- d. Appropriately relating building mass to lot size and to adjacent development.

2. Objectives for Residential and Mixed-Use Development

- a. Providing well-designed affordable units ~~(if any)~~;
- b. ~~Providing or~~ Contributing toward variety in housing types and tenure, especially through the provision of a substantial component of smaller, attached units and unit types that address identified community needs, to the extent compatible with neighborhood conditions;
- c. Facilitating mixed-use development that is well-integrated internally and with respect to adjoining uses in terms of the type, siting, and arrangement of uses.

Any application for a planned development permit shall be shall be considered in relation to these objectives, the development standards and design guidelines of this development code, other applicable ordinances of the city, and applicable General Plan policies.

- F. Findings, Decision. Following a public hearing, the planning commission may approve, approve subject to conditions, or disapprove the planned development permit. The planning commission shall record the decision and the findings upon which the decision is based. The planning commission may approve a planned development permit application with or without conditions, only if the planning commission finds that:
1. The planned development permit is consistent with the General Plan, any applicable specific plan, and the intent and applicable objectives of this section;
 2. The design of the development is consistent with the intent of applicable regulations and design guidelines of the development code;
 3. The various use and development elements of the planned development relate to one another in such a way as to justify exceptions to the normal standards of the development code;

4. The design flexibility allowed by the planned development permit has been used to creatively address identified physical and environmental constraints and/or meet identified housing needs; and
 5. The proposed development will be well-integrated into its setting, will relate appropriately to adjacent uses, and will retain desirable natural features of the site and the surrounding area.
- G. Expiration. A planned development permit shall be exercised within one year from the date of approval or the permit shall become void, unless an extension is approved in compliance with Chapter 19.56 SMC, Permit Implementation, Time Limits, Extensions.

MEMO

To: Planning Commission

From: Planning Director Goodison

Re: Review of proposed amendments to the Development Code implementing Housing Element directions and clarifying provisions related to the Mixed Use zone and Planned Development permits

At its meeting of February 11, 2016, the Planning Commission reviewed a set of draft amendments to the Development Code addressing several issues under discussion recently pertaining to Housing Element implantation measures, the Mixed Use Zone, and Planned Development Permits. The Commission gave direction to staff on changes that it wished to see, so staff has drafted an updated set of amendments for consideration by the Planning Commission. In addition, staff has added a proposed change to the City's inclusionary affordable housing requirements that would increase the term of affordability. The issue areas are summarized below, along with the directions received from the Planning Commission.

1. *Prohibition on the use of Second Units as Vacation Rentals*

The Housing Element includes two implementation measures that call for prohibiting the use of second units as vacation rentals. Implementation measure #4 relates to the adaptive re-use of historic structures and implementation measure #6 addresses second units generally. The attached ordinance would enact the restrictions called for in the Housing Element.

Discussion and Changes Directed by the Planning Commission: No changes were suggested.

2. *Amending the description of the Mixed Use zone to make it clear that 100% residential development is an allowable use*

Recently, several members of the Planning Commission have raised the question of whether a 100% residential development may be applied for and approved in the Mixed Use zone. From staff's perspective, it has never been in question that the Mixed Use zone allows for 100% residential development, based on the following considerations:

- A. With regard to the Mixed Use, the Housing Element of the General Plan expressly states "*Stand-alone residential development is permitted, as well as integrated residential/commercial mixed use.*" This has been the policy direction since at least 2003, when the Development Code was adopted, as the 2004 Housing Element includes the following passage: "*Stand-alone residential development is already permitted in the MU, C, and GC land use designations.*" Since the General Plan establishes the City's basic land use policies, in the event of ambiguity, provisions of the Development Code should be interpreted in a manner consistent with the General Plan.
- B. The description of the Mixed Use zone in the Development Code may fairly be read as allowing 100% residential development. Section 19.10.020.C.1, of the Development Code, in which the Mixed Use zoning District is established, reads as follows:

MX (Mixed Use) District. The MX zoning district is intended to allow for higher density housing types, such as apartments and condominiums, in conjunction with commercial and office development, in order to increase housing opportunities, reduce dependence on the automobile, and provide a pedestrian presence in commercial areas. Under this designation, long-standing commercial and industrial uses in otherwise residential areas may be preserved and, subject to use permit review, modified or intensified. The maximum residential density is 20 dwelling units per acre. The MX zoning district is consistent with the Mixed Use land use designation of the General Plan.

As is the case with the other zoning district descriptions found in the Development Code, the language sets forth in broad strokes examples of the types of uses that may be allowed in the Mixed Use zone. The description should not be read as defining a single type of use encompassing each feature. This reading underscored by the fact that Table 2-3, which goes on to list each use that may be applied for in the Mixed Use zone, includes separate entries for different types of residential and commercial development. In other words, it is not contemplated that a single application could or should encompass the broad range of uses that are possible within the zoning district. The description of the Mixed Use zoning district goes on to specify that a housing component is normally required, which suggests that residential development is the default in the Mixed Use zone, rather than secondary.

- C. If applications for 100% residential development are considered as prohibited in the Mixed Use zone, that suggests that existing purely residential developments within the zone are non-conforming. There are a great many existing 100% residential developments in the Mixed Use and it is inconceivable to staff that it was the intent of the City Council and the Planning Commission to render them non-conforming.
- D. Over the years, the Planning Commission has approved a number of purely residential developments in the Mixed Use zone. Restricting examples to the Broadway corridor, staff has identified at least four separate project approvals for 100% residential projects, including a 6-unit condominium development approved in 2006 (just three years after the Development Code was adopted) and the Merlo apartments at 830 Broadway, approved by the Planning Commission in 2015.

Discussion and Changes Directed by the Planning Commission: The Planning Commission appeared to agree that 100% residential development is and should continue to be an option in the Mixed Use zone. However, as noted by Comm. Roberson, because the Mixed Use is an extremely flexible zoning designation that allows for a wide range of land use alternatives, it would benefit from language providing additional direction. Specifically, it was suggested that just as factors are listed that provide guidance as to when a residential component may be reduced or eliminated, the zoning description should be amended to include guidance as to when a commercial component may be omitted. This language has been added.

3. *Planned Development Permit Clarification*

Although the Planning Commission has approved Planned Development permits on many properties having a Mixed Use zoning designation in the past, this allowance has been called into question. As set forth in section 19.54.070.B of the Development Code, residential and commercial zones are cited as being eligible for the Planned Development Permit, but the Mixed Use zone is not specifically mentioned. Until and unless this provision is modified, the City Attorney has recommended against processing applications Planned Development permit on properties having a

zoning of Mixed Use. The Planned Development permit is a valuable tool that has particular relevance to potential developments in the Mixed Use zone. For example, with developments that combine residential and commercial uses, it is often desirable to separate those uses on lots that might not meet the normal lot size requirements. As with any discretionary permit, the Planning Commission is under no obligation to ever grant approval of a Planned Development permit. To the contrary, the findings for approval of a Planned Development permit set the highest standard of any of the discretionary permits in the Development Code. Staff would also note, as stated in the attached memo to the Planning Commission from 2002, it was the City's stated intent to extend the Planned Development permit allowance to the both the Mixed Use zone and the Commercial zones (as it had previously been restricted to residential zones). However, the language as adopted was not sufficiently clear and needs to be corrected.

Discussion and Changes Directed by the Planning Commission: The Planning Commission appeared to agree that the Planned Development permit should be an option in the Mixed Use zone. However, the Commission wanted to see specific guidance incorporated addressing the circumstances of when that type of permit was appropriate for properties having a zoning of Mixed Use. Draft language has been added in response to that direction.

4. *Increasing the Required Term of Affordability for Inclusionary, Density Bonus, and City-funded Units*

Currently, the required term of affordability for inclusionary and density bonus units is 30 years, while the minimum required term for affordable units built with City funding is 40 years. Staff recommends that the minimum term of affordability be increased to 55 years for each of these unit types, which is consistent with recent changes in State Density Bonus law.

Discussion and Changes Directed by the Planning Commission: This issue has not been previously discussed by the Planning Commission.

Environmental Review

The adoption of amendments to the Development Code implementing revisions that are called for in the Housing Element and that clarify provisions regarding the Mixed Use zone and the Planned Development permits and that are necessary to comply with State law is exempt from environmental review, because there is no reasonably foreseeable likelihood that such actions would result in any significant environmental impact.

Recommendation

In staff's view, each of these changes improves the City's ability to provide affordable housing. Staff recommends that the Planning Commission hold a public hearing on the proposed amendments to the Development Code, direct any further revisions that may be necessary, and recommend to the City Council that they be adopted.

Attachments:

1. Draft Ordinance
2. Memo to the Planning Commission dated February 27, 2002

Glenn Ikemoto, property owner, said the site changes will provide a gathering place/compound for his extended family. He felt the garage conversion preserved the character of the property. Responding to letters of opposition regarding the tree, he said it was addressed in the arborist's report.

Ron Albert, landlord of neighboring duplex to the north, had no objection to the use permit and setback exception requests but opposed the proposed guesthouse-garage location adjacent to the rear yard of his duplex. He was optimistic that a compromise could be made with the applicant to relocate the guest house. He contended that unless the lots are merged a variance from the rear yard setback requirements would be needed.

Ed Routhier, neighbor, supported the plan.

Chair Felder closed the item to public comment.

Comm. Wellander supported conversion of the detached accessory structure given its position/location but had difficulty supporting the setback exception requested for the new pool house given the large parcel size.

Comm. Roberson concurred with Comm. Wellander but also expressed concern about how the larger project complied with zoning requirements.

Comm. Willers expressed his view that the larger project, because it involves a parcel merger, constitutes a redevelopment of the site and does not meet the minimum density requirements of the Development Code. Therefore, he found it difficult to vote in favor of any element of the application before the Commission. He felt the front unit (guest house) should be brought forward to improve compatibility with the neighbors. Regarding the two specific items brought to the Planning Commission for consideration, he had no objection to the use permit to convert the existing accessory structure but disagreed with the setback exception for the new pool house.

Comm. Cribb concurred with staff's view that a duplex is allowed without a use permit based on the R-M zoning. He agreed with his fellow commissioners that the new pool house did not warrant an exception from the front yard setback.

Comm. Coleman supported the overall plan since the majority of the proposal is within the interior of the site but agreed that the pool house did not warrant a setback exception.

Chair Felder supported conversion of the detached accessory structure but opposed the setback exception request.

Comm. Cribb made a motion to approve a Use Permit to convert part of the existing detached garage and workshop into guestrooms/residential use and deny an Exception from the front yard setback standard for the new pool house. Comm. Coleman seconded. The motion was adopted 4-3 (Comms. Willers, Roberson, Heneveld dissenting).

ITEM #4 – DISCUSSION – Consideration of Development Code amendments updating provisions related to affordable housing and clarifying provisions related to the Mixed Use zone and Planned Developments.

Planning Director Goodison presented staff's report.

Chair Felder opened the item to public comment.

Steve Ledson, resident/developer, disputed Larry Barnett's comments from the previous discussion of this issue in which he stated the homes in the MacArthur subdivision were sold for \$800,000. The sale prices ranged from \$450,000-\$708,000, averaging \$600,000. He is satisfied with his project goal to provide high quality work force housing in that 17 units of the 26 built were purchased by household who live or work in Sonoma. He held many meetings with staff and neighbors about the development plans since its inception in 2007. He supported retaining the option of 100% residential use in mixed zones and agreed with the 55-year affordability period for inclusionary housing units.

Dave Ransom, Sonoma Valley resident, recognized that second units can be used for long term rentals.

JJ Abodeely, Sonoma Valley, urged the Planning Commission to use the Mixed Use zoning to its fullest. He reviewed changes that he submitted to the draft Code revision that in his opinion would clarify the provisions. He supported allowing all housing types within mixed use zones.

Ed Routhier, resident, felt challenged with the development process in Sonoma, as it can be arbitrary and bureaucratic. He suggested that the Housing Element should aim to reduce bureaucracy at the micro-economic level.

Kathy Swanson, Sonoma Valley resident, recommended a penalty for empty commercial buildings.

Frank Hines, resident, said tenants are concerned with rising rents due to the lack of available rental units.

Chair Felder closed the item for public comment.

Comm. Roberson expressed support for the revisions as reflecting the direction previously given by the Planning Commission.

Comm. Willers expressed support for the provisions related to second units and the term of affordability. He felt that the proposed modifications to the Mixed Use and the Planned Development Permit regulations clarified the objective for affordable housing within the Development Code. However, he remains somewhat concerned that allowing Planned Developments in the Mixed Use zone could work against that objective. He agreed with the idea that Mixed Use zone allows for multiple development opportunities that need to be evaluated on their merits.

Chair Felder stated that although on the whole the changes were good, he felt that the provisions citing "identified community needs" were too vague. As discussion ensued as to how or whether to address this issue. Comm. Willers suggested referencing the Housing Element.

Comm. Cribb agreed with his fellow commissioners that additional workforce housing is needed with smaller unit sizes, which will reduce commuter traffic. He stated that while price-restricted affordable housing is needed, un-restricted units at a smaller size also fulfill a need and provide benefits to the community.

Comm. Roberson agreed with principle of making certain allowances through the Planned Development permit process, including in the Mixed Use zone, as long as concessions are made by the applicant. Comm. Coleman concurred.

Comm. Heneveld is satisfied that the proposed changes reflect the direction given by the Commission at the previous discussion.

Chair Felder, Comm. Wellander, and Comm. Willers expressed support for the 55-year inclusionary housing term restriction. Comm. Wellander clarified with staff the 55-year term applies to all three affordable housing types. Comm. Coleman stated that he would prefer additional investigation on this subject in light of some of the comments made in the public hearing. Commissioners discussed whether this portion of the draft Ordinance should be set aside for the time being, but the consensus was to proceed with it as drafted.

Comm. Heneveld made a motion to forward the proposed Development Code amendments to the City Council, with a recommendation for approval, subject to a change the language in section 3.d of Exhibit "C" (Mixed Use Zoning District), to make reference to the Housing Element. Comm. Roberson seconded. The motion was approved 6-1 (Comm. Coleman dissenting).

ITEM #5 – DISCUSSION – Discussion of Affordable Housing Overlay zone and related concepts.

Planning Director Goodison presented staff's report.

Planning Director Goodison is pleased to report that a Joint Study session on housing issues will be held with the City Council.

Chair Felder opened the item to public comment.

Fred Allebach, Sonoma Valley resident, noted that many definitions are used with regard to affordable housing and he would appreciate greater clarity and consistency. He recommended that staff clarify the terms frequently used to describe affordable housing for seniors and the work force and preferred that affordable housing developments be spread out rather than concentrated in one area.

Dave Ransom, Sonoma Valley resident, is encouraged by the commissioner's comments that suggest a commitment to offer more affordable housing.

Planning Director Goodison noted that the City Council shared with the concerns expressed over the limited supply of affordable housing units. The City Council is engaged in a number of actions aimed at promoting affordable housing, including a revised mobile home park ordinance to limit rent increases for seniors.

JJ Abodeely, Sonoma Valley resident, agreed with Fred Allebach that housing definitions need more clarification. In his view there are the following needs; 1) build more housing of all types, 2) grow funding sources for affordable housing; 3) streamline the development process.

Anna Gomez, Sonoma Valley resident, is of the opinion that services are not in place to accommodate more housing developments.

Subject: Mixed Use Zones and Planned Development

Date: Wednesday, March 9, 2016 at 5:56:28 PM Pacific Standard Time

From: Ron Chapman

To: David Goodison

CC: Rob Gjestland

David,

Thank you for your time and Rob's to speak with me today. With regards to the March 10th Planning Meeting agenda item, I am concerned that a change in the definition of Mixed Use zone development could lead to Mixed Zone properties in Sonoma being rezoned as Planned Development housing only.

I understand that it has been a practice for the City to accept planned development housing ONLY to be built on Mixed Use zoned property. Clarifying the code to include Planned Development only in Mixed Use may seem appropriate. However, the direction of some Planning Commission members appear to want to change current Mixed Use properties to Planned Development.

For an investor in Mixed Use Property, changing the zoning to Planned Development ONLY could significantly affect the value of the property and the return on investment. I question whether such a change after the fact would create a liability for the City. I also believe that change could reduce the possible income to the City through loss of TOT or other taxes.

I oppose any effort to change the few remaining Mixed Use properties in the City to Planned Development only. Unfortunately I will be out to town Thursday evening and will not be able to attend the Planning meeting.

Regards, Ron

Subject: Planning Commission meeting this Thursday

Date: Tuesday, March 8, 2016 at 7:06:03 PM Pacific Standard Time

From: Bill Jasper

To: David Goodison

CC: David Cook, Laurie Gallian, Madolyn Agrimonti, Gary Edwards, Rachel Hundley

I see that item 4 on the agenda is: Consideration of Development Code amendments updating provisions related to affordable housing and clarifying provisions related to the Mixed Use zone and Planned Developments.

Please look at this agenda item for what it really is - an effort to block any sensible development under the city's current general and zoning plan under the guise of "affordable housing".

If major changes are desired in zoning and the general plan they should be considered under the normal timeline of review of such plans and not be a knee jerk reaction to a single proposed development.

Please keep in mind that changes in zoning to current mixed use zoning can have a very detrimental impact to future city finances.

A great deal of the rhetoric around projects in Sonoma boils down to people not wanting change and not wanting something "in my back yard." What many fail to see is that by trying to stifle change and responsible planning that the results negatively impact the city in the long run. A short video which discusses smart urban planning explains this much better than I could: [HVD01WUm0oA](#) [You may have to copy this link and paste it into your browser] It shows that spreading a city's business and services further out from its center is a recipe for increased traffic as well as making it more expensive to support the infrastructure. Smart planners and enlightened citizens today are focused on building pedestrian friendly density, not sprawl.

What is needed in Sonoma is to stop the lack of foresight that is stifling economic growth, and keeping our children and citizens from the resources, facilities and advantages found in neighboring communities. Sonoma has all the elements to become an economic powerhouse in the wine country. Yet because of the attitude we often see that tourism and change are bad, our City is unable to build amenities which our citizens want but the city cannot afford. In the absence of sensible development, to meet these community desires the city is left with either raising taxes or tapping the pockets of citizens who are already asked to donate to too many causes.

Combined housing and hotel projects are exactly the type of positive, healthy economic drivers that can put our local economy on a track to fixing many of the issues we care about. With surprisingly very little change, and little negative impact on the locals, hotels actually lower the negative impact of tourism.

I believe there needs to be a forward thinking dialogue in our community that is logical and economically grounded rather than just dismissing change outright along with knee jerk reactions to change zoning to prevent sensible development.

Regards, Bill Jasper
80 2nd St East

NOTE to David - since I can't seem to find on the city's web site email addresses for Planning Commission members, I trust you can forward this to commission members. Bill

Redrafting recommendation as submitted by JJ Abodeely

9.54.070 (A) (4)

A. Purpose..... In general, planned development permits are intended to address development under the following circumstances:

(1-4)

(5) Developments or projects that include housing product responding to identified community needs as specifically and exclusively defined in the Housing Element with respect to unit type and affordability levels.

A planned development permit shall not be granted solely for the purpose of maximizing development potential or for merely allowing the development of individual units on separate lots. This shall not preclude the inclusion of individual units on separate lots in a planned development, either in whole or in part. Rather, the purpose is that the planned development permit findings shall be sufficiently expansive to include findings of fact beyond that of maximizing development intensity or exclusively allowing individual units on separate lots.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7A

Meeting Date: 04/18/2016

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director / City Engineer

Agenda Item Title

Discussion, consideration and possible action to Approve Construction of a Monument to Sonoma's Founder, General Vallejo, in the Sonoma Plaza and Authorizing the City Manager to execute a Maintenance Agreement and Artist Contract with the General Vallejo Monument Committee

Summary

A local group of citizens have formed the General Vallejo Monument Committee to construct a monument in honor of Sonoma's founder, General Mariano Vallejo. The committee has requested approval to place the monument in the Sonoma Plaza and is seeking final approval for the project. The committee received conceptual approval from Council on September 9, 2015. Committee members have also met with and received approval from the Community Services and Environment Commission, the Cultural and Fine Arts Commission, and the Facilities Committee regarding the monument placement, materials proposed for utilization, and the long-term maintenance responsibilities. If final approval is granted by Council, the committee would be required to enter into a long-term maintenance agreement and meet all permitting and insurance requirements of the City.

Recommended Council Action

Approve construction of a monument to General Vallejo in the Sonoma Plaza and Authorize the City Manager to execute a maintenance agreement and artist contract with the General Vallejo Monument Committee.

Alternative Actions

Council discretion.

Financial Impact

The maintenance agreement should insure that the City not incur any financial maintenance costs as a result of the monument construction. There could be City demolition/restoration costs if the monument had to be removed due to disrepair and/or committee abdication of maintenance responsibility.

Environmental Review

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

Status

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

Attachments:

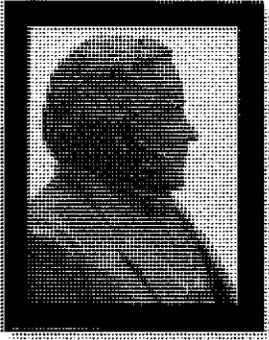
Letter from the Vallejo Monument Committee including conceptual drawings.
Approval Letter from Community Services and Environment Commission
Email from Robert Parmelee

Alignment with Council Goals:

Supports the City Character Goal, to preserve, promote and celebrate the unique characteristics of Sonoma; encourage the incorporation of our history into City, community and business identities.

cc:

General Vallejo Monument Committee
Robert Parmelee



General Vallejo Monument Committee

Co-Chairpersons: Sheila Cole (707) 938-0350 and Robert Demler (707) 996-3432
generalvallejomonument.org



To: City of Sonoma, City Council
From: *General Vallejo Monument Committee*
Re: Proposal to erect a monument to Sonoma's Founder, General M. G. Vallejo
Date: September 9, 2015

Proposal

That a life-sized statue of General M. G. Vallejo be placed on the north side of the Sonoma Plaza, directly north of City Hall, and across Spain Street from the former location of Vallejo's Casa Grande, his original Sonoma home.

Introduction

A group of interested citizens of Sonoma have formed a committee formally called *General Vallejo Monument Committee* [the Committee]. The mission of this committee is "To commission and erect a suitable monument to Sonoma's founder, Mariano Guadalupe Vallejo." Inquiring Systems Inc. is the Fiscal Sponsor as a non-profit umbrella for the Committee.

Statement

The City of Sonoma is an international destination for those interested in its world-class wine culture and restaurants, and for those interested in tourism and learning more of Sonoma's pre-eminently important history. The Pueblo of Sonoma was officially founded in 1835 by then Lieutenant M. G. Vallejo following the orders of Governor José Figueroa, dated June 24, 1835. Even then, the location of Sonoma was widely recognized by diverse cultures as a place of importance based on its geographic location, its soils, and its climate. As foreseen by Mariano G. Vallejo, it would play an important role in the history of the larger territory of California and subsequently the United States.

Vallejo is considered one of the most important people in the history of California. He served under three flags in California – Spain, Mexico and the United States.

Under the Mexican government, he held many high positions; some of which have been ascribed to him include, *Commander in Chief, Commandant General of California, Supreme Military Commander of California, Commandant General of the Army in California, Director of Colonization on the Northern Frontier, and Commander of the San Francisco Presidial Army*. During the Mexican period he also served as *Administrator of the Sonoma Mission* and one of the first publishers of educational material in California. During the period of regime change in the late 1840s, he exhibited great diplomacy and was recognized by a combined population of Californios and Americans for his wisdom. In 1849 he was popularly elected as a delegate to the California State Constitution and one of its first State Senators. He served as one of California's first horticulturalists, winemakers, and mayors. In the 1870s his multi-volume *Historia de California* and his collection of documents was recognized as being of enormous importance in documenting early California history. A century later he was honored with the naming of a U.S. Polaris Submarine.

Despite his unique and central role in both Sonoma and California history, and being personally responsible for the founding of our City, there is only one small plaque with his relief in the City Hall. There is as yet no suitable civic monument dedicated to this important founder of our great city.

Objective

As stated in the mission of the Committee, our goal is to recognize and honor the founder of Sonoma, General M. G. Vallejo, by placing a statue of him on the north side of the Sonoma Plaza, to represent Sonoma's founder in his role of a post-military citizen. This monument will be for the public - for those who live here, as well as those who visit here - to see and learn of him.

Action

The Committee has been meeting and planning this project to overcome the absence of a suitable tribute of General M.G. Vallejo. They have contacted a local well-known artist for the making of a statue, worthy of both its subject and the city which owes its existence to him. Historians were contacted and pictures researched and provided to the artist in order to be historically accurate. The Committee has been working with various individuals within the City of Sonoma's governing structure for guidance and proper procedures in connection with this proposal.

Plan

The *General Vallejo Monument Committee* has contracted Sonoma's own Jim Callahan to create the monumental statue. Callahan was honored as the Sonoma Artist Treasure of 2000 and was given the Key to the City of Sonoma for his contributions to the community. He is one of the founders who conceived and implemented the formation of the Sonoma Valley Museum of Art and is founder and managing partner of the La Haye Art Center.

The Sonoma League for Historic Preservation has given him its Award of Merit and a separate commendation for the renovation of the Center. The body of work created by Callahan, ranges from miniature to monumental. Contained within the Center is a bronze foundry which is the heart of Callahan's studio. The Committee was presented with a mock-up of General Vallejo sitting on a bench [see Attachment 1]. It was unanimously accepted and is what we are proposing through this document. This manner of representation will allow a powerful interactive relationship between the sitting bust and the sitting visitor.

The Committee also met and worked with Michael B. Ross, founding Principal of Ross Drulis Cusenbery Architecture Inc. RDC is an award winning Sonoma-based architectural firm with a broad portfolio of national and local projects. Ross has received wide recognition for design excellence and innovation in the planning and design of public architecture, providing pro bono design services in support of a variety of community projects.

The Committee was presented with a site plan designed by Ross for the placement of the statue in the Plaza [see Attachment 2] which the Committee accepted and is now part of this Proposal.

Conclusion

The *General Vallejo Monument Committee* has done due diligence in recognizing this need for the City of Sonoma and taking steps for an honorable and magnificent tribute to the distinguished man who founded the City. It is the hope of the Committee that the City will approve the plans presented and work can go forward on this project with a goal of unveiling it on July 4, 2016, as July 4th was the General's birthday.

Submitted by:



Co-Chairpersons:

Sheila Cole



Robert Demler

Members:

Bettie Allen Bettie Allen

Sean Bellach Sean Bellach

Gina Cuclis Gina Cuclis

Martin Laney Martin Laney

Martha Vallejo McGettigan Martha Vallejo McGettigan

George McKale George McKale

Peter Meyerhof Peter Meyerhof

Attachment 1: picture of monument as sculptor's maquette

Attachment 2: sculpture site installation concept

Attachment 1: picture of monument as sculptor's maquette



Attachment 2: sculpture site installation concept

[see next page]

City of Sonoma

Sonoma Sister Cities:

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



Aswan, Arab Republic of Egypt
Chambolle-Musigny, France
Greve In Chianti, Italy
Kaniv, Ukraine
Patzcuaro, Mexico
Penglai, China
Tokaj, Hungary

March 16, 2016

General Vallejo Statute Committee
C/O Robert Demler
P.O. Box 234
Sonoma, CA 95476

Subject: General Vallejo Monument Approval

Dear Mr. Demler:

On November 18, 2015, the Community Services and Environment Commission (CSEC) recommended that the City Council approve the request to erect a monument to Sonoma's Founder, General M.G. Vallejo in the Plaza park with the condition that the medium for the surround area be subject to further review by the CSEC prior to monument installation (see attached Sculpture Installation Concept). Specifically, the CSEC requested review of the sample materials for the plaques, stone seating wall, and stone pavers. In addition, the CSEC would like to review the plaque font and plaque text. The motion was approved 6 to 1 (Comm. Allebach dissented).

On March 9, 2016, the CSEC continued the discussion and possible recommendations regarding the proposal. After discussion and public testimony, the CSEC voted 7 to 1 (Comm. Allebach dissented) to approve the proposal with the following conditions:

- The plaque language will be consistent with the lettering on the attached example.
- The plaque paint color shall consist of a Matthews Medium Bronze (see attached specification sheet).
- The plaque border shall consist of a single line.
- The plaque texture shall consist of a Leatherette texture (see attached specification sheet).
- The plaque text shall consist of Palatino text.
- The stone in the seating wall will consist of native Sonoma stone similar to the stones in the Plaza Park Rose Garden.
- The stone pavers will consist of flat cut native stone.

If you have any questions regarding this matter, do not hesitate to contact me at 933-2204.

Sincerely,


Wendy Atkins
Associate Planner

cc: Gay Johann, Assistant City Manager
Kat Wall, Public Works Administrative Manager

General Mariano Guadalupe Vallejo

Born Monterey 1807, Died Sonoma 1890
Founder of the Pueblo of Sonoma, 1835
Administrator of the Sonoma Mission
Comandante General of California,
Director of Colonization on the Northern Frontier
California State Senator
Soldier, Statesman, Historian, Winemaker, Horticulturist

Sculptor

James Callahan

Architect

Michael B. Ross, A.I.A.

Citizens' Committee

Sheila Cole, Founder

Robert C. Demler, Jr., Chairman

Bettie Allen

Sean Bellach

Gina Cuclis

Martin Laney

Martha Vallejo McGettigan

George McKale

Dr. Peter Meyerhof

Major Donors

[Complete donor text is not available at this time.]

PRODUCT CATALOG



Worldwide Leader in Custom
Metal Plaques & Signage

STANDARD PAINT COLORS

Shown are Matthews' standard plaque and letter paint colors. Custom colors are also available.



Colors shown may not reflect actual paint colors. Samples are available.



OPTIONS

Cast plaques from Matthews International are available with a variety of options that will ensure that your plaque delivers exactly what you're looking for—and creates a lasting impression on all those who see it.

MATERIALS

Cast plaques are available in bronze and aluminum.



Cast Bronze



Cast Aluminum

SIZES

The largest plaque Matthews can cast in one piece is 96" x 96" with the capability to cast up to 120" in one direction. Larger size plaques can be cast in sections and fabricated together by welding or mechanical fasteners.

BACKGROUND TEXTURES

Cast plaques are manufactured with a standard leatherette background texture. Other textures are available on request.



Leatherette
(most popular)



Travertine



Pebbled
(limited to 30" x 40" size)



Sculptured

LETTER STYLES

Matthews offers a long list of standard letter styles (see Pages 25-28). We can also reproduce virtually any typeface or logo from camera-ready artwork.

BORDERS

Standard cast plaque borders include:



Single Line
(most popular)



Double Line



Single Line Bevel Edge



Straight Edge



Bevel Edge

Optional ornamental borders include:



Lamb's Tongue



Ogee



Egg & Dart



Ivy Leaf



Beaded Bevel



Oak Leaf



Reed & Ribbon

Optional decorative borders can be created from custom artwork.

EMBLEMS & LOGOS

Standard

Matthews offers many standard emblems including civic and fraternal organizations, religious groups, government agencies, and armed services. Standard emblems may have flat relief or sculpted bas-relief.



Custom

Virtually any emblem, logo, seal, or crest can be cast from appropriate supplied art files.

One standard emblem may be included on any plaque at no additional charge. Additional emblems may be added for an extra charge.



All measurements in inches.

Kabel

Lowercase not available.

ABCDEFGHIJKLMNOPQRSTUVWXYZ 1234567890

| | | | | | | | | | | | |
|------------|-------|---------|--------|---------|-------|---------|-------|---------|-------|----------|--------|
| Height | 1 | 1-1/2 | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 |
| Avg. Width | 25/32 | 1-11/64 | 1-9/16 | 2-11/32 | 3-1/8 | 4-11/16 | 6-1/4 | 4-13/16 | 9-3/8 | 10-15/16 | 12-1/2 |
| Depth | 1/4 | 1/4 | 1/4 | 3/8 | 3/8 | 1/2 | 1/2 | 1/2 | 3/4 | 3/4 | 3/4 |

Microgramma
Extended

**ABCDEFGHIJKLMNOPQRSTUVWXYZ &
abcdefghijklmnopqrstuvwxyz 1234567890**

| | | | | | | | | | | | |
|------------|-------|-------|-----|-------|-----|-----|-----|-----|-----|-----|-----|
| Height | 1 | 1-1/2 | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 |
| Avg. Width | 1-1/2 | 2-1/4 | 3 | 4-1/2 | 6 | 9 | 12 | 15 | 18 | 21 | 24 |
| Depth | 1/4 | 1/4 | 1/4 | 1/4 | 3/8 | 3/8 | 3/8 | 1/2 | 1/2 | 3/4 | 3/4 |

Microgramma Bold
Extended

**ABCDEFGHIJKLMNOPQRSTUVWXYZ &
abcdefghijklmnopqrstuvwxyz 1234567890**

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|------------|-------|-------|-----|-------|-----|-----|-----|-----|-----|-----|-----|
| Height | 1 | 1-1/2 | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 |
| Avg. Width | 1-1/2 | 2-1/4 | 3 | 4-1/2 | 6 | 9 | 12 | 15 | 18 | 21 | 24 |
| Depth | 1/4 | 1/4 | 1/4 | 1/4 | 3/8 | 3/8 | 3/8 | 1/2 | 1/2 | 3/4 | 3/4 |

Optima

**ABCDEFGHIJKLMNOPQRSTUVWXYZ &
abcdefghijklmnopqrstuvwxyz 1234567890**

| | | | | | | | | | | | |
|------------|------|--------|-------|-------|-------|-------|-----|-------|--------|--------|-----|
| Height | 1 | 1-1/2 | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 |
| Avg. Width | 7/8 | 1-5/16 | 1-3/4 | 2-5/8 | 3-1/2 | 5-1/4 | 7 | 8-3/4 | 10-1/2 | 12-1/4 | 14 |
| Depth | 3/16 | 3/16 | 3/16 | 1/4 | 1/4 | 3/8 | 3/8 | 3/8 | 1/2 | 1/2 | 1/2 |

Optima Semi-Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ &
abcdefghijklmnopqrstuvwxyz 1234567890**

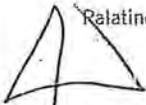
| | | | | | | | | | | | |
|------------|------|--------|-------|-------|-------|-------|-----|-------|--------|--------|-----|
| Height | 1 | 1-1/2 | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 |
| Avg. Width | 7/8 | 1-5/16 | 1-3/4 | 2-5/8 | 3-1/2 | 5-1/4 | 7 | 8-3/4 | 10-1/2 | 12-1/4 | 14 |
| Depth | 3/16 | 3/16 | 3/16 | 1/4 | 1/4 | 3/8 | 3/8 | 3/8 | 1/2 | 1/2 | 1/2 |



Palatino

**ABCDEFGHIJKLMNOPQRSTUVWXYZ &
abcdefghijklmnopqrstuvwxyz 1234567890**

| | | | | | | | | | | | |
|------------|--------|---------|-------|--------|-------|-------|-------|--------|--------|--------|-----|
| Height | 1 | 1-1/2 | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 |
| Avg. Width | 1-1/16 | 1-19/32 | 2-1/8 | 3-3/16 | 4-1/4 | 6-3/8 | 8-1/2 | 10-5/8 | 12-3/4 | 14-7/8 | 17 |
| Depth | 3/16 | 3/16 | 3/16 | 1/4 | 1/4 | 3/8 | 3/8 | 3/8 | 1/2 | 1/2 | 1/2 |



Palatino Semi-Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ &
abcdefghijklmnopqrstuvwxyz 1234567890**

| | | | | | | | | | | | |
|------------|--------|---------|-------|--------|-------|-------|-------|--------|--------|--------|-----|
| Height | 1 | 1-1/2 | 2 | 3 | 4 | 6 | 8 | 10 | 12 | 14 | 16 |
| Avg. Width | 1-1/16 | 1-19/32 | 2-1/8 | 3-3/16 | 4-1/4 | 6-3/8 | 8-1/2 | 10-5/8 | 12-3/4 | 14-7/8 | 17 |
| Depth | 3/16 | 3/16 | 3/16 | 1/4 | 1/4 | 3/8 | 3/8 | 3/8 | 1/2 | 1/2 | 1/2 |

Prismatic

Lowercase not available.

ABCDEFGHIJKLMNOPQRSTUVWXYZ & 1234567890

| | | | | | | | | | | | | | | | |
|------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|------|------|-------|-------|--------|
| Height* | 1-1/2 | 2 | 3 | 3-1/2 | 4 | 4-1/2 | 5 | 5-1/2 | 6 | 7 | 8 | 9 | 10 | 12 | 14 |
| Avg. Width | 1-3/8 | 1-3/4 | 2-5/8 | 2-7/8 | 3-1/4 | 3-1/2 | 3-3/4 | 4-1/8 | 4-1/2 | 5-3/8 | 6 | 7 | 7-1/4 | 9-1/2 | 10-1/2 |
| Depth | 1/4 | 1/4 | 5/16 | 5/16 | 5/16 | 3/8 | 3/8 | 3/8 | 3/8 | 3/8 | 7/16 | 7/16 | 7/16 | 5/8 | 5/8 |

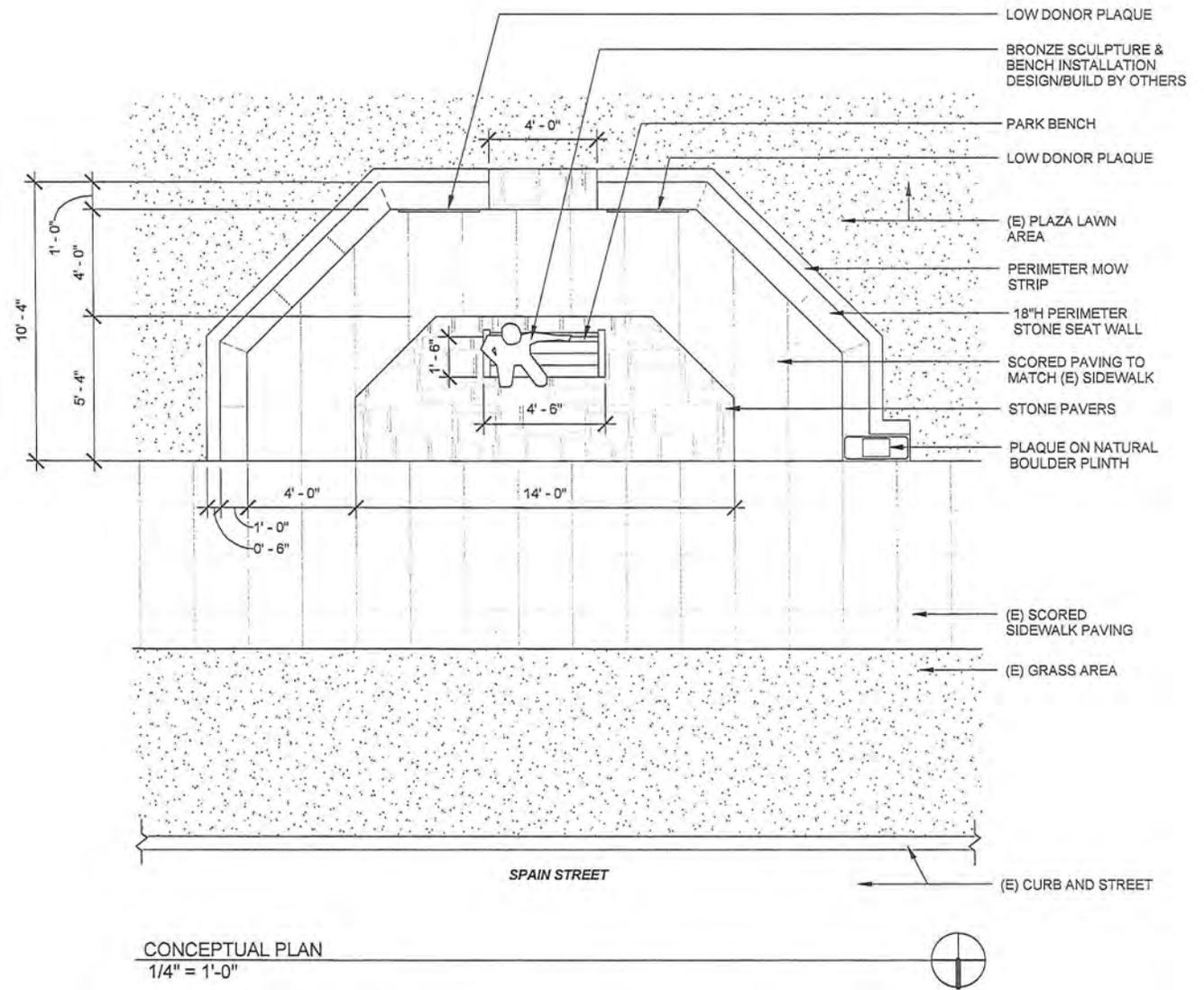
*Also available in 1, 1-3/8, 1-3/4, 2-1/2.



CONCEPTUAL PERSPECTIVE



CONCEPTUAL AERIAL



Carol Giovanatto

Subject: FW: For the council agenda packet

>>
>> -----Original Message-----
>> From: Nancy Parmelee [mailto:nparmelee2001@yahoo.com]
>> Sent: Saturday, August 22, 2015 4:18 PM
>> To: Gay Johann <gjohann@sonomacity.org>
>> Subject: For the council agenda packet
>>
>>> Mayor Cook and Sonoma City Council members
>>>
>>> I hear that the City Council will soon be asked to approve the placing of a statue of General Vallejo on the Plaza.
>>>
>>> I recommend this request be denied.
>>>
>>> There is already a splendid relief portrait of the General at the entrance to City Hall. Another monument could open the door to memorials for such people as General Hap Arnold, Jack London, California Indians and Chinese workers and more.
>>>
>>> Please keep the Plaza as a venue for families, students, civic events, etc.
>>>
>>> Don't turn the Plaza into a "mausoleum of the past".
>>>
>>> Robert D. Parmelee
>>>
>>>
>>>
>>>
>>>
>>>
>>> 737 Third St. East
>>> 938-4297.
>



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7B

Meeting Date: April 18, 2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager / City Clerk

Agenda Item Title

Discussion, consideration and possible action regarding an appeal of the Community Services and Environment Commission decision related to the Plaza Use fees for the 2016 Tuesday Night Farmers Market.

Summary

The City's Special Event Policy states "The Community Services and Environment Commission shall annually establish an appropriate rental fee for the Farmers' Market, as part of its annual review of the Farmers' Market Plaza Use Application." At its March 9, 2016 meeting, the CSEC voted to charge Valley of the Moon Certified Farmers Market a total of \$1,964 for the 2016 market season subject to certain conditions. Councilmember Edwards appealed this decision.

Additional information is included in the attached Supplemental Report.

Recommended Council Action

Council discretion

Alternative Actions

1. Uphold the appeal and determine the amount of Plaza Use fees to be charged
 2. Deny the appeal, thereby upholding the decision of CSEC
-

Financial Impact

Reduction of the standard Plaza use fees amounts to a General Fund subsidy of the event.

Environmental Review

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

Status

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

Attachments:

- Supplemental Report
 - Appeal letter from Clm. Edwards
 - March 16 Letter from Wendy Atkins
 - March 9 Staff Report with attached letter from VOMCFM
 - Letter from Fred Allebach
-

Alignment with Council Goals:

CITY CHARACTER: 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".

cc: Bill Dardon via email

SUPPLEMENTAL REPORT

Discussion, consideration and possible action regarding an appeal of the Community Services and Environment Commission decision related to the Plaza Use fees for the 2016 Tuesday Night Farmers Market

For the City Council Meeting of April 18, 2016

BACKGROUND

In 2010, for the second time in as many years, the City issued a Request for Proposals for operation of the Tuesday Night Farmers Market. Two proposals were received and on December 15, 2010 Council awarded the permit to operate the market to Valley of the Moon Certified Farmers Market (VOMCFM). Their permit has been extended by Council twice for additional two-year periods culminating after the 2016 season.

The fees for special events are established and adopted by the City Council; however at some time in the past an exception was made for the Farmers Market in the City's Special Event Policy which allows the Community Services and Environment Commission (CSEC) to "annually establish an appropriate rental fee for the Farmers' Market, as part of its annual review of the Farmers' Market Plaza use application."

The Farmers Market season runs from the beginning of May through the end of October and is held every Tuesday equating to twenty-six weekly events. At their March 9, 2016 meeting CSEC voted to charge VOMCFM a total of \$1,964 for the 2016 market season subject to certain conditions. That amount included: \$958 application fee, \$256 alcohol permit fee, and \$750 for rent. No maintenance fees or security deposit were required. The conditions included that VOMCFM would provide \$2,500 towards the Electronic Benefit Transfer (EBT) program, and would waive rental fees for farmers selling produce. Councilmember Edwards appealed that decision.

In addition to any fees charged for use of the Plaza, VOMCFM is required to contract with Sonoma County Sheriff's Department for security services and they pay Sonoma Garbage directly for extra containers brought in for each event.

Historical data indicates the fees charged for the Tuesday night Farmers Market have varied through the years as indicated below:

- 1999 - \$1,000 for the year
- 2002 - \$56 per event ($\$56 \times 26 = \$1,456$)
- 2005 - \$100 per event plus trash removal (\$60-\$100 per week)
- 2011 - \$175 per event plus trash removal (\$60-\$100 per week)
- 2012 - \$4,503 for the year
- 2013 - \$4,278 for the year
- 2014 - \$4,025 for the year
- 2015 - \$5,204 for the year

In the staff report presented to CSEC it was pointed out that if the City's adopted rental fees were applied on a per event basis, the amount due would have been \$14,469 for rental and maintenance fees

plus a damage deposit of \$10,400. Staff recommended that the damage deposit be applied to the Farmers Market and that they be required to pay their fees up front pursuant to City policy. CSEC did not require a damage deposit and allowed the market to pay their fees at the end of the season.

Just to provide a comparison, below is a list of charges applied to other 2015 events. These amounts include a small refundable damage deposit.

- Hit the Road Jack \$2,976
- Cinco de Mayo \$2,182
- Speedway Children's Charity Race Car Festival \$3,038
- Hula Mai \$722
- Wine Country Half Marathon \$6,605
- Red & White Ball \$3,387
- Mexican Independence Day \$2,445

Carol Giovanatto
#1 The Plaza
Sonoma CA, 95476

3/21/16

Dear Carol

In reviewing the last CSEC meetings I am troubled by the vote of a reduction in Fees Detailed in the upcoming season of the TUESDAY MARKET. My concern is that in our last public session at the Council level the discussion of cost to the city for this weekly Event has risen dramatically and while the overuse of the Plaza was discussed at that meeting. We continue to Grow this Tuesday Event. The infrastructure of the Plaza is Crumbling, The Restroom Facilities are in need of major repair and with 1500 People attending per week that is nearly 40,000 people per season, The Concentration of most of the activity being directly on the Horseshoe Lawn area with the Bands ,Dancing etc. I am concerned that the Grinstead Amphitheatre is not being used for this purpose. To reduce the extremely low rate of 3800.00 per year to 750.00 is ridiculous, I believe it is time to peel back the onion and see what it really cost to have this activity of this size week after week. In reviewing the Website I see the VOMCFM is charging fees well in excess of the cost to the city just for an application. Not to mention the weekly fees . Other considerations are to the loss of Revenue for the Tax paying businesses around the Plaza and the Wages to the serving community who lose revenue right along with the City. In the words of the Operators there are "More Non Farmers than Farmers at this Event". I would like to Appeal the CSEC decision and add to an agenda at a future meeting of the Full Council. I would like a complete review of the Use of the Plaza in regard to the This weekly Event. As a side note we Charged the "Mexican Independence Day" 1900.00 for single days use. This does not seem fair to all concerned in our Community.

Council Member
Gary Edwards

A handwritten signature in black ink, appearing to read "Gary Edwards", written over a horizontal line.

City of Sonoma

Sonoma Sister Cities:

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



Aswan, Arab Republic of Egypt
Chambolle-Musigny, France
Greve In Chianti, Italy
Kaniv, Ukraine
Patzcuaro, Mexico
Penglai, China
Tokaj, Hungary

March 16, 2016

Valley of The Moon Certified Farmers' Market
Attn: Chris Welch/Emily Fitzpatrick
34 West Spain Street
Sonoma, CA 95476

RE: 2016 Tuesday Night Farmers' Market Plaza Permit Application Fees

Subject to section G.3. of the Special Events Policy, the CSEC establishes the rental fee for the Farmers' Market, as part of its annual review of the Farmers' Market Plaza Use Application. The rental fees were established at the March 9, 2016 CSEC meeting. After discussion and public testimony, the CSEC voted 8-0 (with one commissioner absent) to approve the fees subject to the following conditions of approval:

- The rental fee established for the 2016 Farmers' Market is \$750 provided the following actions are taken:
 - \$2,000 shall be allocated by the Valley of the Moon Certified Farmers' Market (VOMCFM) for Electronic Benefit Transfer (EBT).
 - \$500 shall be allocated by the VOMCFM for support of advertising for EBT.
 - \$750 shall be allocated by the VOMCFM for waving rental space fees for farmers when sales are offered by the farmer.
 - All vendors shall provide weekly sales information to the VOMCFM.
 - Return to the CSEC on August 10, 2016 for mid-year update.
- The total amount due for the 2016 Tuesday Night Farmers' Market is \$1,964. This includes the \$750 rental fee, the \$958 Large Scale Permit Application Fee, and \$256 Alcohol Permit fee. The Finance Department will forward an invoice for payment which shall be due no later than November 1, 2016.
- The CSEC also approved an exception to the City's policy by allowing the fees to be paid at the end of the market season

Sincerely,

Wendy Atkins
Associate Planner/Special Event Coordinator

MEMO

To: Community Services and Environment Commission
Staff: Wendy Atkins, Associate Planner/Special Event Coordinator
Agenda Item: Establish Fees for Tuesday Night Farmers' Market

Background: At the February 10, 2016, CSEC meeting, the CSEC approved the 2016 Tuesday Night Farmers Market event with the condition that the CSEC establish the fees at the March 9, 2016 CSEC meeting.

Fees: Section G.3. of the Special Events Policy states that "The Community Services and Environment Commission shall annually establish an appropriate rental fee for the Farmers' Market, as part of its annual review of the Farmers' Market Plaza Use Application". The following table summarizes recent fees associated with the Farmers' Market. The fees paid to the Sonoma County Sheriff's Department for security are under a separate contract and are not included:

| Rental Fee | Damage | Maintenance Fee | Alcohol Permit | Application Fee | Total | |
|------------|--------|-----------------|----------------|-----------------|---------|------|
| \$4,025 | -0- | -0- | \$460 | \$719 | \$5,204 | 2015 |
| \$4,025 | -0- | -0- | N/A | \$229 | \$4,254 | 2014 |
| \$4,025 | -0- | -0- | N/A | \$253 | \$4,278 | 2013 |
| \$4,250 | -0- | -0- | N/A | \$253 | \$4,503 | 2012 |

In 2016 the City Council updated the City of Sonoma Fee Schedule. Accordingly, the following fees would be applicable to the Farmers' Market should they be subject to the standard fee schedule. Note that because the Horseshoe lawn is typically not available for use, no fee has been established for its rental. If subject to the standard fees, VOMCFM would be subject to \$14,708 for rental and maintenance fees and would be required to provide a \$10,400 refundable damage deposit.

Standard Fees:

| Application Fee | Rental Fees Per Day | | Rental Fees Total | Maintenance Fee | | Damage Deposits | | Total Damage Deposit |
|-----------------|---------------------|--------------------------|-------------------|-----------------|-------|-----------------|--------------------------|----------------------|
| \$958.00 | 26 days | \$200 Horseshoe Pavement | \$5,200 | > 48 Hours | \$750 | 26 days | \$200 Horseshoe Pavement | \$5,200 |
| | 26 Days | \$300 Rear parking | \$7,800 | | | 26 days | \$200 Rear Parking Area | \$5,200 |
| Total Fees | \$14,708 | | | | | | | |
| Total Deposits | \$10,400 | | | | | | | |

As indicated in the tables above, over the years a subsidy has been provided by the City of Sonoma to the Farmers' Market event organizers. At this time the CSEC should determine the amount of required fees and deposits for the 2016 event. In the past the City has not required a deposit and that continues to be staff's recommendation. It is also staff's recommendation that the fees be paid by the event organizer prior to the first Farmers' Market as there are no other examples of events that pay event fees after the event has concluded. It should be noted that last year the CSEC allowed the VOMCFM to pay the fees no later than November 2, 2015, and the fees were received by the City on January 7, 2016. The CSEC should decide the amount of fees for the event and if it is less than \$14,708 be advised that it will be considered a subsidy provided by the City of Sonoma.

Recommended Commission Action:

- Establish fees for 2016 Tuesday Night Farmers Market

Attachments:

- Letter from Valley of the Moon Certified Farmers' Market, dated February 26, 2016

cc: Christopher Welch/Emily Fitzpatrick, via email.

To: Community Services and Environment Commission

From: Valley of the Moon Certified Farmers' Market

Date: February 26, 2016

RE: Subsidized fees for 2016 Market Season

The Tuesday night Farmers Market on the Sonoma Plaza has been a revered community tradition for over 25 years. As the Valley of the Moon Certified Farmers' Market approaches our sixth season of running the market at the request and under the supervision of the City of Sonoma, we have been addressing the issue of our Plaza use fee subsidy and some issues of how the market is run and what the CSEC expectations and criteria are for our management of the market. We look forward to discussing this at the March CSEC meeting and we wanted to put down a few thoughts for consideration in advance of that discussion.

In considering whether to continue the subsidization of our Plaza use fees, or possibly to increase or decrease our subsidy, we would like to point out that our organization is a non-profit corporation that was created specifically to oversee and manage the Tuesday night Sonoma Plaza Farmers' Market. That is our sole purpose, and if our organization lost the right to manage the market (our "contract" has been renewed twice for two year periods and we are up for consideration for another renewal at the end of the 2016 season), the non-profit corporation would simply cease to exist.

Since we began managing the market in 2011, Plaza use fees have climbed considerably, but the CSEC has continued to allow our use of the Plaza at fees substantially lower than other organizations. We maintain that the reason for our significantly subsidized fee is that the City and its citizens see many benefits from our oversight and presentation of the market, and that the City understands that to offer such a unique market, they must "partner" with whoever agrees to manage the market. That partnership has worked well during our tenure as managers, and we would expect it to continue working well. So we look at the fee subsidy more like the City's contribution to an event that we create to their specifications and under their direction.

As the CSEC must realize from analyzing our financial statements for the last several years, costs to manage the market and continue to improve it for the benefit of the City have steadily risen. For the last 3 years, we have had to pay a security fee to the Sonoma County Sheriffs. We have enhanced our entertainment and increased staffing to adequately supervise the ever-increasing crowds at each market night. Costs for all farmers markets in California have seen a tenfold increase in vendor fees payable to the California Department of Agriculture for oversight and enforcement of farmers, making sure farm products are truly grown by the farmers selling at the market. Like almost all businesses, costs continue to increase, yet we have managed to stay slightly profitable, keep adequate reserves, and keep vendor fees low enough that we maintain a full and vibrant market.

In recent CSEC and VOMCFM board meetings we have been trying to address the issue of how to support local agriculture and ensure the success of our local farmers, who are the lifeblood of the Tuesday night Farmers' Market. We have worked hard over the years to involve and support the farmers, and in light of recent concerns expressed by them, we have been working even harder in 2016 to make our market and our community the best possible environment for local farmers to succeed and flourish. This is not something that we can accomplish on our own or overnight, so we appreciate the support and involvement of the CSEC, the local Grange, and several farmers who have finally stepped forward to offer input and ideas.

As a result of our recent CSEC meetings and a recent VOMCFM board meeting where two local farmers attended to express their concerns, our organization has been putting serious thought and effort into finding better ways to organize and present our market that support the farmers. Ideas that have been floated, discussed and analyzed include: 1) charging the farmers no stall fees at all (even though stall fees are quite reasonable already); 2) moving the farmers to behind City Hall and starting their portion of the market at 3 p.m. or earlier, which would enable farmer customers easier access to parking and the Plaza before the rest of our community event gets underway; 3) eliminating October from our yearly season, since it gets dark so early and the selling window is so short; 4) increasing fees (again) for the non-farmer vendors to help subsidize the farmers (although 2015 just saw our first fee increase, to all vendors, since we began operating the market in 2011); 5) offering a "Veggie Valet" service to help patrons get their purchased produce back to their cars; 6) designating and policing special 30 minute farmers market parking spaces around the plaza to allow patrons quick and easy access to shopping; and 7) creating a public relations campaign that increases community and market patron awareness of the need to buy produce from the farmers at the Tuesday night market. These are just some of the many ideas that we have been considering and investigating, and it will take more discussions and experimentation to determine what might work to improve the sales for the farmers and make the market more successful for them.

As a result of extensive discussions about possible significant and radical changes (see above), we have determined that before we do anything like that, we need to get input from *all* farmer--and all other vendors as well. We will be conducting a survey to ask about whether the farmers would support changing their location and/or hours. We also need to verify that the majority of our vendors would support shortening our market season to eliminate October before we make such a change. Once we determine what *a significant majority* of our vendors want and will support, then we can implement changes for the 2017 season, with adequate notice to all involved parties.

Planning and systems implementation for each market season are well underway by this time of the year, and making any changes could involve unnecessary mistakes or sloppy implementation. We hope that CSEC agrees that such a venerable and well-loved community institution like the Tuesday night Farmers Market deserves more careful and thoughtful oversight. We do not believe that the City Council or the local citizens would be supportive of knee-jerk reactions and sudden changes without careful analysis and planning.

We would ask that the CSEC agree to continue the City's support of our market with our subsidized Plaza use fees. We assure all parties that we are working diligently to always improve

the market, and in particular we are hard at work to make the market more successful and profitable for the farmers. We are open to suggestions from the CSEC, the City Council, and most importantly the vendors whose involvement is critical to the continuing success of the market. We are excited to have some concrete participation and involvement from the farmers and we have made it clear to them that their continuing involvement with our Board and management is the only way we can address their concerns. It seems, based on their presence at our last Board meeting, that they are finally willing to play an ongoing role in their own success by participating at the analysis and decision-making level. This means that, working together with the farmers, we could see significant and positive actions during the coming season and in preparation for the 2017 season.

If the CSEC feels that they would like to require VOMCFM to get vendor sales figures to try and more accurately assess where, if anywhere, additional revenues could be generated that could potentially be used to help farmers, we can appreciate that desire for more information but we feel that we need more time to implement any new procedure like that. We propose to voluntarily and anonymously ask a representative cross-section of vendors to give us anecdotal information about revenues and profit from their best markets and worst markets. That would be a starting point for analyzing our fees to see if they need adjustment, or if they unfairly offer an advantage to one class of vendor over another. If fees are going to be adjusted significantly, we feel it is only fair to the small business owners who make our market successful to let them know well in advance, long before our application and acceptance deadlines, so that they can determine if participation in our market still makes business sense for them. If we are going to insist on vendor sales figures, we also feel it would be prudent to ensure that any legal or privacy issues have been completely addressed, in order to avoid problems down the road. We would also have to address how to collect any information regarding sales figures, as it's not likely that we can get that in real time since many vendors do not tally sales and income figures until several days after the Tuesday night market. In short, we would like to postpone any significant policy changes like that until we can fully discuss all ramifications and have a thoughtful and complete implementation plan.

In considering the plight of the farmers and their shrinking sales figures, it also must be pointed out that this is not just a Sonoma issue or one that VOMCFM, the CSEC, or even the City of Sonoma can solve alone. Land costs in our valley are high because, in most cases, the highest and best use of any agricultural land is wine grape growing. Our success and fame as one of the world's premier wine-producing regions can also be a significant contributor to problems in other areas of local agriculture and the social milieu of our town, our valley, and our county. The principal mission of the VOMCFM is to produce a weekly event for the City of Sonoma. Because of that event's pivotal role in the unique and amazing quality of life we all enjoy, our organization is attuned to and sympathetic to issues of fairness, social justice and the plight of the small farmer. We are committed to continuing to work cooperatively with the CSEC to make the market and our community as successful as possible, and we are very appreciative of the critical financial and logistical support of the CSEC and the City of Sonoma.

**FRED ALLEBACH
19550 8TH STREET EAST
SONOMA, CA 95476**

Mayor and Council
City of Sonoma
#1 The Plaza
Sonoma, CA 95476

Madam Mayor and Council Members,

Though I am currently a member of the CSEC I am writing to you as an individual to provide you with some background information and my personal opinions with regard to Cim. Edwards appeal of the CSEC special event rate set for the Valley of the Moon Certified Farmer's Market.

The market is the only event for which the CSEC sets the fee. The CSEC reviews and approves all special events on the Plaza and in city parks.

Issues of special event (market) finance, fees and budgets are a legitimate topic of CSEC business, as well as of council oversight in managing the city budget. Review of special events budgets is an issue the CSEC has been working to clarify in terms of being able to reckon cost/benefit to the city and community.

It is worth noting that the city council approved the market as an event for two years duration and laid the groundwork for an event that has morphed into more than being a farmer's market. This is what the council agreed to. Some people in town, including some CSEC commissioners, have stated they don't like the current iteration of the market. This is not really a fault that can be put on market management who are only successfully doing what they agreed to do with council approval.

Regarding fees, if the city charged the farmers market the customary full cost for the use of the Plaza, the actual cost to the farmers market would be \$14,708. The actual fee charged by the city to the farmers market has previously been set by the CSEC at \$4,025 since 2013 and \$4,250 in 2012. Essentially, the city has been subsidizing the farmers market approximately \$10,000 per year for the last four years. In its recent action, the CSEC added \$3,500 to the fifth year of a fee at \$4,025, in consideration of aligning the farmers market with the County of Sonoma Food Action Plan (FAP).

City event fees are not based on amount of income generated; that is against the law. For example, not only does Mexican Independence Day pay more than the farmers market, many events pay a higher fee than the BR Cohn Music Fest that generates millions of dollars.

In 2014 the city council passed a resolution to support the county Food Action Plan, yet upon discussion with the city manager it became clear that this resolution did not imply any action on the part of the council, but, that the council and the city would be obliged to support the FAP if and when the opportunity arose. This is such an opportunity. The resolution in support of the FAP is an explicit statement of support for local entities that would seek to enact aspects of the FAP. An approval of this appeal will put the council in opposition to the FAP which they already are on record as supporting in a 2014 resolution.

In its research, the CSEC began to investigate ways the city could support the FAP through incentives/ subsidies to the farmers market. The CSEC had Lucy Norris of AgInnovations and Seth Dolinsky of the Grange come and speak. I attended a number of educational forums on the county Food System Alliance and brought info about the FAP to the CSEC. A CSEC Farmers Market Subcommittee zeroed-in on a few actionable items that would be agreeable to both farmers and management, while meeting some critical goals of the FAP. This process was all squarely in line with existent county and city policy.

This above CSEC process took place on a time scale that did not sync with market management's planning and budget for this year's event. Thus, by the time the CSEC was ready to make specific proposals, market managements' planning for this year's event was too far along to integrate a new subsidy regime.

In wanting to support the FAP in some way through its ability to set the market fee, the CSEC agreed unanimously to grant an additional \$3,500 in a subsidy that would allow the farmers market to support an EBT (food stamps) market match program for \$2000, \$500 to advertise that new program to under-represented populations in the community, and the remainder to support farmer produce sales that would make healthy food for affordable and accessible, one of the main pillars of the FAP.

The market had a two year permit from the council and will be up for a review by the council after this year and it was agreed by the CSEC and the market management that issues of fees, subsidy, support for the FAP could be much better addressed as a whole package, prepared for in advance, in a forum in front of the council after this year's event had passed.

To open up the topic of farmers market finances at this time has the potential to become a divisive community process that will ultimately not be a benefit to the community. Thus, I would suggest that Clm. Edwards withdraw his appeal, but if the appeal proceeds, I personally ask the council members to deny the appeal.

By setting this matter aside, the City Council will allow both the city and farmers market management sufficient time to prepare for the already scheduled review of all aspects of the farmers market permit to operate, including fees, subsidies and intentions.

Sincerely,

Fred Allebach



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7C

Meeting Date: 04/18/16

Department

Planning

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Discussion, consideration, and possible action on the selection of a consultant for the preparation of a housing impact fee nexus study, as called for in the City of Sonoma Housing Element.

Summary

Sonoma's 2015–2023 Housing Element, adopted in March 2015, includes several implementation measures aimed at compensating for the loss of redevelopment, which had been the City's primary source of funding for its affordable housing programs. Implementation measures #1 and #8 suggest establishing a housing impact fee that could be levied upon various types of commercial and residential development. Under State law, any such fee would need to be validated through a nexus study demonstrating that proposed fees are reasonably related to development impacts. The preparation of a nexus study is a highly technical task that requires specialized technical expertise. For this reason, the City Council, as part of its FY 2015-16 Budget, allocated \$45,000 for consultant assistance. At its meeting of October 5, 2015, the City Council approved a draft request for proposals soliciting consultant assistance for the preparation of a nexus study, in conjunction with an evaluation of the City's inclusionary housing program in light of the nexus study findings and the City's overall strategy for promoting the development of affordable housing. After circulating the RFP, the City received feedback from a number of interested consulting firms to the effect that the budget allocation was too low. In order to assure that a sufficient number of quality proposals were received, staff prepared and circulated an updated RFP (attached) that included a provision to the effect that proposals suggesting a higher budget amount would not be disqualified. Ultimately, six proposals were submitted. Of these, three were selected for further consideration, including interviews with the consultant teams by a selection panel consisting of the City Manager, the Planning Director, Veronica Nebb of the City Attorney's office, and Senior Planner Rob Gjestland. The three teams were Strategic Economics/Vernazza Wolf, RSG, and Keyser-Marston/KWA.

Upon interviewing the consultant teams and further analyzing the proposals, the Selection Panel unanimously recommended Keyser-Marston/KWA (proposal attached). The Selection Panel further recommends that the following optional tasks be included: 1) an "Overlap Analysis", which provides legal protection by verifying that residential housing impact fees and commercial housing impact fees do not result in double-counting; and 2) a residential financial feasibility analysis to ensure that the residential housing impact fee is sustainable in light of other housing production costs.

Recommended Council Action

Authorize staff to execute a contract with Keyser-Marston/KWA for the preparation of a nexus study, in conjunction with an evaluation of the City's inclusionary housing program, including optional tasks "C" and "E" as set forth in the proposal.

Alternative Actions

Council discretion.

Financial Impact

The City Council, as part of its FY 2015-16 Budget, has allocated \$45,000 for consultant assistance for the preparation a nexus study and a review of the City's inclusionary housing program. The base cost of the Keyser-Marston/KWA proposal is \$62,700, with the two optional tasks increasing that amount to \$78,700. For a project of this complexity, a 10% contingency is recommended, bringing the total cost to \$86,600. Funding to offset the additional cost will be made through a budget allocation in FY 2106-17 operating budget since the project will cross fiscal years.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals:

The preparation of a housing impact fee nexus study aligns with the Housing 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”*

Attachments:

1. Amended RFP
2. Keyser Marston Proposal

cc:

City of Sonoma Nexus Study for Housing Impact Fee and Inclusionary Program Review

Request for Proposals

Updated January 19, 2016

Summary

The City of Sonoma is seeking proposals from qualified consulting firms to: 1) prepare a nexus study that would establish a basis for imposing housing impact fees on residential and commercial development; and, 2) evaluate the City's inclusionary housing program and make recommendations for its update.

Background

The City of Sonoma (population 10,933) is a historic community located in south Sonoma Valley, in the southeastern corner of Sonoma County, away from the Highway 101 corridor. The town has an area of approximately 2.4 square miles. Surrounded by agricultural land, the City of Sonoma has used growth management tools to prevent urban sprawl and preserve the surrounding landscape. Most new residential development in Sonoma occurs as infill, including multi-family developments within and adjoining commercial districts and single-family development on larger parcels within and adjoining established low-density neighborhoods. The City is committed to providing housing for all segments of the population while retaining its small town character and agricultural heritage.

An assessment of 2014 market rents and 2013/2014 sales prices in Sonoma reveals the following. Citywide median rents are well above the level affordable to very low and low income households (50% and 80% AMI), pricing many of the community's lower income occupations—such as restaurant workers, construction laborers, retail salespersons, home health aides, and agricultural workers—out of the rental market. Sales prices of single-family homes are generally beyond the level affordable to moderate-income (120% AMI) household, with the exception of some of the smaller units sold.

The City implements an inclusionary housing ordinance (attached) that applies to projects having five or more residential units, which requires 20 percent of the project's units to be provided at an affordable housing cost to at least moderate (120% AMI) income households. (Within the Sonoma Residential District, which generally applies to properties at least 3 acres in size, at least one-half of the inclusionary units must be affordable to low (80% AMI) income households.) Currently, the inclusionary ordinance mandates on-site development of required affordable units. There is no lieu-fee option.

Description of the Project—Base Scope of Work

A. *Prepare a Nexus Study for a Housing Impact Fee.* The City desires to study provide a legal basis allowing it to potentially exact housing impact fees on: 1) commercial development, 2) residential development not subject to the current inclusionary requirement (i.e., development of four or fewer units), and 3) "fractional" inclusionary units. The purpose of the study is to examine whether such fees can be supported as a development exaction by demonstrating a connection ("nexus") between the fee required of a development project and the potential impact the fee is intended to reduce (AB 1600; California Government Code sections 66000-66009).

- Complete a nexus study to assess the direct and indirect effects of new market-rate multi-family housing and commercial development (including office space, retail, restaurants, and hotels) on the loss of and continued need for affordable housing in the City.

- Provide a basis and methodology for establishment of housing impact fees consistent with the requirements of state and federal law.
- Demonstrate a reasonable relationship between housing impact fees potentially required by the City and the type of development project on which the fee is imposed.
- Submit recommendations in a report to the City regarding the appropriate structure and size of the affordable housing impact fees based on the nexus analysis.
- Attend a minimum of three meetings with City staff and one to two public presentations to City Council and/or other public bodies, as necessary.

B. Review the Inclusionary Program. The Proposal shall include a component for evaluating the effectiveness of the current inclusionary requirement in light of the Nexus Fee study, recent court decisions constraining inclusionary programs, and the City’s overall strategy for providing affordable housing as set forth in the 2015 Housing Element and the development of recommendations addressing the following:

- The size threshold used to trigger the inclusionary requirement.
- Whether the affordability levels and percentage of required affordable units should be adjusted.
- Whether an in-lieu fee option should be utilized and whether in-lieu fees for fractional units should be required.
- Changes to the inclusionary program necessary to assure compliance with State law.

Proposal Requirements

Proposals shall include the following components:

- A letter of introduction.
- Summary of experience detailing the capability to effectively perform the requested service, including a list of the Proposer’s previous nexus study experience for other jurisdictions.
- A clear explanation of how the Scope of Services will be achieved.
- Outline of the approach and methodology that will be used to complete the nexus study, including what factors and data will be considered.
- Timeline and deliverables.
- A budget, detailing the total costs of the project, and costs for each deliverable.
- Hourly rates for all professionals, technical and support personnel, and all other charges related to the completion of the work.
- Three (3) client references from California cities or other public sector entities.

Consultants may team or joint venture with other firms in order to provide all of the resources necessary to carry out the project. For joint ventures, the lead or prime consultant must be identified.

Budget

The City Council established a preliminary budget allocation of \$45,000 for this task. However, proposals that exceed this amount will be considered if that is found to be necessary to fully address the tasks identified in the proposal.

Selection Process

Proposals will be evaluated and the consultant selected by a committee comprised of City representatives, potentially including but not limited to the City Manager and Planning Director. Respondents may be

asked to an interview by the selection team. Selection criteria will include, but are not limited to, the following:

- The experience and professional competence of the consultants and subconsultants, particularly key staff members, in similar projects.
- The quality, readability and organization of the proposal.
- The responsiveness of the proposal to the RFP.
- The satisfaction of the staff within communities for which the consultant team has completed previous work. Key issues in this regard include the quality of the work, the success of the project, and the ability of the consultant to complete projects on time and within budget.
- The ability of the consultant team to express themselves clearly and effectively in writing and in oral presentations.
- Availability to start and to implement the project in a timely manner.
- The perceived fit of the team with City staff.

No single criteria, including price, will dictate the City's ultimate selection. The relative importance of these factors involves judgment and will include both objective and subjective analysis. Proposals will be evaluated against the specifications as presented in the RFP. A Proposer may or may not be eliminated from consideration for failure to completely comply with one or more of the requirements depending on the critical nature of the requirements. The City reserves the right not to make a selection or award a contract.

Insurance

If selected, consultant shall maintain the following insurance limits during the contract period:

- Workers Compensation.
- General Liability of \$1,000,000.
- Auto Liability of \$300,000 Combined Single Limit.
- Professional Liability of \$1,000,000.

Submittal Deadline

Four copies of your proposal, along with a PDF version, should be submitted by February 19, 2016, to:

David Goodison, Planning Director
City of Sonoma
No. 1 The Plaza
Sonoma, CA 95476

Emailed and faxed submittals shall not be accepted.

If you have any additional questions, please contact David Goodison, Planning Director, at (707) 933-2201, or by e-mail at dgoodison@sonomacity.org.

Attachment:

1. Housing Element Implementation Programs #1 and #8
2. Inclusionary Regulations (City of Sonoma Development Code)
3. 2015-2023 Housing Element

Housing Element Implementation Programs #1 and #8

1. Inclusionary Housing Ordinance

The purpose of Sonoma's inclusionary housing requirement is to ensure that a component of affordable housing is provided as part of residential development. The City's inclusionary ordinance pertains to projects with five or more units, and requires 20 percent of the project's units to be provided at an affordable housing cost to at least moderate (120% AMI) income households. Within the Sonoma Residential District, which generally applies to properties at least 3 acres in size, at least one-half of the inclusionary units must be affordable to low (80% AMI) income households. Sonoma's inclusionary program has been highly successful, having integrated long-term affordable units within over twenty market rate developments.

Particularly with the loss of redevelopment, Sonoma's Inclusionary Housing Program will be the City's primary tool to provide affordable housing until alternative funding sources for affordable housing are developed. As a means of further enhancing the effectiveness of local inclusionary requirements, the City will re-evaluate its current ordinance to:

- Consider requiring affordable units to be provided at the low, rather than moderate income level, in conjunction with a reduction in the percentage of affordable units required;
- Consider establishing a housing in-lieu fee based on an appropriate nexus study;
- Consider establishing an affordable impact fee applied to single-family homes and 2-4 unit projects, as well as to non-residential development (refer to Program #8);
- Make any changes to the program to insure compliance with recent case law regarding inclusionary rental housing (the Palmer Decision) and nexus study requirements (San Jose case).

2015-2023 Objective: Re-evaluate the City's Inclusionary Housing Program, and amend the Zoning Ordinance by 2017 to strengthen and enhance the Program's effectiveness in providing affordable housing.

8. Affordable Housing Impact Fees

Sonoma faces a shortage of affordable housing opportunities for the local workforce, resulting in the vast majority of persons who work in the community commuting in from outside the City. Residential development further increases the demand for affordable housing, based on the growth in employment generated by residential households' increased demand for goods and services. While Sonoma's Inclusionary Housing Ordinance specifies affordable housing requirements for development of five or more residential units, the Ordinance does not currently apply to construction of individual single-family homes, or 2-4 unit projects.

New commercial and office development also introduces new workers in the community, generating an increased need for affordable housing. As a means of distributing the responsibility for affordable housing across new residential and non-residential development, the City will evaluate the contribution towards affordable housing demand from such development. Pursuant to AB 1600, a nexus study will be prepared to demonstrate the linkage between different types of development and the demand for affordable units, and to establish the maximum supportable impact fee.

2015-2023 Objective: By 2017, conduct a nexus study to evaluate the establishment of an affordable housing impact fee on residential and non-residential development.

Nexus Study for Housing Impact Fee and Inclusionary Program Review



**City of Sonoma
Request for Proposals
February 11, 2016**





KEYSER MARSTON ASSOCIATES

ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

February 11, 2016

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

Mr. David Goodison
Planning Director
City of Sonoma
No. 1 The Plaza
Sonoma CA 95476

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

RE: Request for Proposals: Housing Impact Fee and Inclusionary Program Review

Dear Mr. Goodison,

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY

Keyser Marston Associates and Karen Warner Associates are most pleased to join in this proposal to assist the City of Sonoma with analyses to update and expand its affordable housing programs. Keyser Marston (KMA) with its extensive experience in nexus analyses and inclusionary programs, and Karen Warner (KWA), with her prior work for Sonoma, would love to join together again to work with you on Sonoma's program revisions.

SAN DIEGO
GERALD M. TRIMBLE
PAUL C. MARRA

Together, KMA and KWA offer unparalleled experience in preparing nexus analyses to support impact fees and in advising on how inclusionary housing measures can be adapted to meet local conditions and needs. KMA's San Francisco office recently worked with Karen on a nexus study for the City of Mill Valley, and KMA's Los Angeles office has joined with Karen on several housing assignments for Southern California municipalities. Both of our firms have worked extensively with inclusionary programs, adapting them to a broad range of local market conditions. Working together we merge the real estate and nexus orientation of KMA with the Housing Element and policy orientation of KWA.

As part of this proposal package we include qualifications materials describing our prior assignments and services. If we at KMA were to select one that we think will be most relevant to Sonoma, it would be our 20+ year working relationship with Napa County, where we helped establish their jobs-housing program in the early 1990s and for whom we did one of our earliest residential nexus analyses to support fees on individual single-family units. We have conducted a number of updates and program revisions for the County and have also worked for the City of St. Helena. Of relevance to Sonoma is the similar local economy which is based on the interconnected industries of agriculture/wine production/and hospitality, all sectors which entail a very large proportion of lower paying jobs and significant affordable housing needs.

ADVISORS IN:
REAL ESTATE
REDEVELOPMENT
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMNEY

SAN DIEGO
GERALD M. TRIMBLE
PAUL C. MARRA

The Scope of Services included in this proposal contains a description of approach and methodology per your request, plus task descriptions. We have structured the Scope to offer Base Services, or the minimal package as we see it, to meet your needs and keep the cost down. We also offer a menu of Additional Services from which you may wish to select other services. Some tasks we view as advisable if the U S Supreme Court decides to take the San Jose case, news we are expecting any day now. Other tasks were not specified in your Scope of Services but we find clients usually ask for in light of anticipated needs for the adoption process.

In summary, we are trying to be sensitive to the City's limited financial resources in this submittal yet offer what may be needed to successfully achieve the City's objectives for an updated and expanded affordable housing program. We have also proposed a time line that we understand would meet your needs, yet also be realistic from our perspective given our other commitments over the months ahead.

We affirm that KMA maintains insurance as specified (or higher) in the RFP.

In closing, we would like to express our enthusiasm for working for the City of Sonoma on this update program. Karen reports that Sonoma is a great city to work for and that we together are well positioned to offer the City superior services in achieving its objectives.

Very truly yours,



Kate Earle Funk

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01 Statement of Qualifications



KEYSER MARSTON ASSOCIATES

Keyser Marston Associates, Inc. (KMA) has one of the largest real estate advisory practices on the West Coast. Founded in 1973, Keyser Marston serves a diverse client base throughout the West, including nearly every major municipality in California, public housing authorities, ports, transit agencies, base closure authorities, county and special districts, school districts, colleges and universities, and hospitals.

Keyser Marston's unique strength is the depth, continuity and availability of our principals who average more than twenty years of practical experience in working with business and government. Their personal involvement is a key factor in the firm's ongoing success. Their knowledge and expertise bring clarity to the complexities of real estate development. KMA's many long term, on-going client relationships are a testament to the quality of our work and responsiveness to client needs.

Keyser Marston has been at the forefront of affordable housing nexus analyses for over 25 years. We have experience with over 50 affordable housing nexus assignments. We have worked with virtually all types of land uses in economies as diverse as the City of Los Angeles and Napa County.

KMA has also developed nexus analyses in support of fees for condominium conversion (San Francisco and San Diego), child care for about six cities, open space and a few other nexus type analyses.



KAREN WARNER ASSOCIATES

Karen Warner is a consultant with over 25 years of experience in providing housing policy services to municipal clients. Karen Warner Associates (KWA) offers the following range of housing services, along with GIS mapping and graphics capability:

Housing Plan Preparation

- Housing Elements
- Consolidated Plans
- Fair Housing Assessments (AI)

Special Housing Studies

- Inclusionary Zoning Studies
- Density Bonus Ordinances
- Zoning Ordinance Implementation

Public Outreach

- Community Education Workshops
- Facilitation of Stakeholder Groups
- Consensus Building



Previous Nexus Experience: Residential

KMA's first market rate residential nexus analysis was prepared for the City of Seattle in 2005. KMA had previously completed an affordable housing nexus analysis on office and hotel projects in Downtown Seattle; a few years later the City approached us to undertake an analysis that would allow the City to also charge market rate residential projects a fee for affordable housing impacts.

Following the Seattle analysis, KMA performed additional market rate residential nexus analyses for San Francisco to support its inclusionary program. Altogether, KMA prepared five assignments prior to the Palmer decision. Since Palmer and Patterson, KMA has now prepared or has under preparation an additional forty similar analyses. Post-Palmer clients have included the Cities of San Diego, Sacramento, San Jose, San Francisco, and many smaller cities throughout the Bay Area and San Diego County. We are currently conducting a joint residential nexus analysis for 10 jurisdictions in Alameda and Santa Clara counties.

Select nexus projects, both commercial and residential, are described in further detail on the following pages.



Following is a list of our residential nexus assignments:

- Alameda County
- Napa County
- Hayward
- Union City
- Milpitas
- San Leandro
- Los Altos
- Saratoga
- Fremont
- Cupertino
- Richmond
- Newark
- San Ramon
- Santa Cruz County
- Mill Valley
- Solana Beach
- Concord
- Carlsbad
- City and County of Santa Clara
- San Francisco*
 - *nexus analysis in support of updated inclusionary program*
 - *nexus analysis in support of a fee on conversion of units to condominiums*
- Seattle, Washington
- Bainbridge Island, Washington
- San Diego*
- Elk Grove
- Hayward
- Walnut Creek
- City of Sacramento
- County of Sacramento
- Daly City
- Livermore
- Emeryville
- San Jose
- Rancho Cordova
- West Hollywood
- Honolulu, Hawaii

**work also included study of a condominium conversion fee.*



Previous Nexus Experience: Commercial

Our nexus work commenced with an assignment for the City and County of Sacramento to design a comprehensive fee program for all types of non-residential construction throughout the City and County. The City's ordinance was challenged by the local Building Industry Association and was tried in the Federal Courts through the Ninth Circuit Court of Appeals, which ruled in favor of the City. The builders petitioned the U.S. Supreme Court, which reviewed the case and elected not to hear it, letting stand the lower court's decision. At all levels of the court, the sufficiency of the nexus was among the provisions challenged, and as a result we worked closely with the attorneys in the defense, preparing for the possible challenge in the U.S. Supreme Court. The experience has served us well ever since.

Following the Sacramento experience, KMA worked with a consultant team on the nexus analysis in support of the City of San Diego Housing Impact Fee, which was adopted in 1989. (KMA recently completed an updated nexus analysis for the City of San Diego in support of the increased fees.) For the City of Los Angeles, KMA led a consultant team in a large and lengthy work program to develop a nexus program. A unique challenge in Los Angeles was to develop a fee system to address the many high-density development locations within the broad diversity of economic conditions citywide.

In 2001, KMA assisted the City of Seattle's Office of Housing, the lead agency in a program to transform the downtown high-rise entitlement program to a housing mitigation program. The program was restructured to make payment of a substantial housing and child care "bonus" the principal means of achieving bonus FAR for developing high-rise office and hotel buildings. KMA prepared the supporting nexus analyses and assisted the City in designing the program overall. Later, we again worked for Seattle in a rezoning program for higher density residential structures in the downtown area. We prepared

a nexus analysis to support requirements for affordable units or in-lieu fee payment.

KMA has also assisted the cities of Walnut Creek, Mountain View, St. Helena and San Mateo with the formulation of jobs housing nexus programs, most of which are now adopted. We have also done analyses to support a number of update and expansion programs such as for San Francisco, Sacramento, Palo Alto, Napa County, City of Napa, Cupertino and San Diego. We are currently conducting a joint commercial nexus analysis for 12 jurisdictions in Alameda and Santa Clara counties.

Following is a list of our commercial nexus assignments:

- Emeryville
- San Diego
- Walnut Creek
- San Francisco
- Los Angeles
- Seattle
- Mountain View
- St. Helena
- Palo Alto
- Cupertino
- Redwood City*
- Santa Cruz County
- Alameda County
- City and County of Napa
- City and County of Santa Clara
- City and County of Sacramento
- Fremont
- Albany
- Union City
- Campbell
- San Ramon
- Menlo Park*
- San Mateo
- San Carlos*
- Los Altos
- Milpitas
- Irvine
- Signal Hill

**Project specific affordable housing needs analyses*



Selected Nexus Assignments: Keyser Marston Associates, Inc.

City and County of Napa

Key Relevant Attributes

Jobs-Housing Nexus Study
Residential Nexus Study
Repeat Client
Review of Programs in Other Cities

Status

Original program adopted 1994
Revisions adopted 2004
Update adopted 2014

KMA undertook an economic nexus analysis for five building types in the City and County of Napa. We also assisted with the design of a companion inclusionary housing and impact fee program affecting all residential development. An interesting aspect of this assignment was an examination of a potential nexus in the grape growing and wine production industry. Local surveys were undertaken for many building types.

Program was adopted in 1994. KMA performed an update of the program and the revision was adopted in the summer of 2004. In 2009, KMA reviewed and partially updated the 2004 analysis to support reconsideration of the fee levels. KMA recently prepared a third update for the County in 2014.

City of Emeryville

Key Relevant Attributes

Jobs-Housing Nexus Study
Residential Nexus Study
Review of Fees in Other Cities

Status

Program was adopted in 2014

KMA completed both a residential nexus analysis and a non-residential analysis for this small city. Emeryville was previously almost entirely comprised of areas under California Redevelopment Law and had a vigorous affordable housing program funded by the mandatory 20% set aside plus its own inclusionary requirements. With the end of redevelopment, the affordable housing program was in need of full restructuring. The KMA nexus analyses and other tasks assisted the City in overhauling its program for the era ahead. The program was adopted in 2014.



City of Walnut Creek

Key Relevant Attributes

Jobs-Housing Nexus Update Study
Residential Nexus Study

Status

Original program adopted 2005
Revisions adopted 2010

KMA assisted the City with the design and adoption of both an inclusionary housing and jobs housing linkage program. Most recently, KMA prepared a residential nexus analysis in support of the City's inclusionary housing program; the study was completed in 2010. KMA had earlier prepared a jobs housing nexus study to support a linkage program with a \$5 per square foot fee on all commercial uses; the program was adopted in February 2005. Many program features were customized to meet specific concerns and opportunities in this city.

Both programs were the subject of an extensive hearing process and careful deliberation of all features by the Planning Commission and Council.

City of San Jose

Key Attributes

Residential Nexus Study
Financial Feasibility Analysis
Review of Impact Fees in Other Cities

Status

Program adopted in 2014

KMA has prepared a residential nexus analysis to support an impact fee on market rate rental projects in San Jose. Two prototype projects, including apartments and high rise apartments, were analyzed in the nexus analysis. Other tasks included financial feasibility, in depth comparison to impact fees in other jurisdictions, and participation in the public presentation and adoption process, including a series of stakeholder meetings. The program was adopted in December 2014.



City of San Francisco

Key Relevant Attributes

Jobs-Housing Nexus Study
Residential Nexus Study

Status

Jobs Housing update adopted 2002
Residential Nexus adopted 2007
Update to residential and non-residential
is currently in process

KMA has assisted the City in an update and expansion of its jobs housing linkage and programs on several occasions.

Keyser Marston Associates prepared financial analyses of the existing inclusionary program plus alternative update options, working intensely for several months with a task force consisting of developers, housing advocates and non-profit developers. The result was a negotiated agreement that was adopted by the Board of Supervisors with minimal debate. KMA's work included analyzing costs, sales prices, impacts on land values and profit level on prototypical residential buildings. KMA advised on a range of other modifications to the ordinance and program to tailor it to the wide range of conditions in San Francisco. The update was successfully adopted in the summer of 2006.

KMA was recently engaged to provide updated nexus analyses for both residential and jobs-housing linkage programs.

City of Cupertino

Key Relevant Attributes

Jobs-Housing Nexus Study
Inclusionary Housing Study
Review of Programs in Other Cities
Repeat Client

Status

Program adopted 2007
Update adopted 2015

The City of Cupertino first established a linkage fee in 1992 to link housing needs created by the development of office and industrial projects and provide nominal fees to support the development of affordable housing for families and individuals who work in Cupertino but live elsewhere. KMA was retained by the City to update the nexus analysis based on current market conditions. The updated nexus analysis addressed office, retail and hotel developments.

KMA prepared updated residential and non-residential nexus analyses in 2014/15.



Selected Nexus Assignments: Karen Warner Associates

City of Mill Valley

Karen Warner, as part of the M-Group project team, assisted the City in preparing its 2009-2014 Housing Element in conjunction with a comprehensive update of Mill Valley's General Plan. One of the short-term housing programs established in the Element was to re-evaluate key parameters of the City's inclusionary housing ordinance to enhance its effectiveness, including analysis of the following:

- Increasing the percentage of affordable units required from 15% to 20%-25%;
- Reducing the project size threshold when projects are permitted to pay an in-lieu fee;
- Requiring deeper income targeting to address affordability for very low and low income households;
- Considering replacement unit requirements for removal of existing rental units;
- Requiring greater parity in development and design standards between project affordable and market-rate units;
- Extending affordable housing impact fees to single-family homes;
- Updating the current housing in-lieu fee calculation based on a nexus study;
- Moving to a fee-based program for rental housing with on-site and off-site alternatives to insure compliance with recent case law regarding inclusionary rental housing; and
- Defining additional public benefits that the City may require from housing developers.

Ms. Warner worked with City staff and decision-makers in establishing policy direction for the Ordinance, and brought Keyser Marston Associates (KMA) onto the team to provide expertise in development of the Nexus Study. The Residential Nexus Analysis prepared by KMA quantifies the relationship between market-rate residential development and the demand for affordable housing in Mill Valley, and establishes the technical basis for establishing an affordable housing impact fee on ownership and rental projects. City staff plans to bring the Nexus Analysis and recommended Ordinance revisions before the new City Council this year.

City of Calabasas

Karen Warner has served as an affordable housing consultant to the City for over 15 years. During this time, Ms. Warner has assisted the City in preparing three Housing Element updates (including its current 2014-2021 Element); designing and facilitating a community education workshop on affordable housing; developing a City Council White Paper on the City's Inclusionary Housing Trust Fund; preparing the City's original Commercial/Industrial Development and Affordable Housing Nexus Study, and subsequent Inclusionary Housing In-Lieu and Commercial Impact Fee Update. The updated fee study resulted in City Council increasing its affordable housing fees from \$2,900/unit to approximately \$17,700/apartment unit, \$45,500/condominium unit and \$62,500/single-family unit. Commercial impact fees were increased from .90/sq.ft. to \$1.80/sq.ft. on retail, and \$1.50/sq.ft. to \$3.00/sq.ft. on office.

The City used Affordable Housing Trust Fund revenues to support the development of Canyon Creek Apartments, providing 75 units affordable to very low and low income seniors in the heart of Old Town Calabasas.



Canyon Creek Apartments



02 Key Personnel

Kate Funk, a Senior Principal at Keyser Marston, will serve as Principal in Charge. Over the past twenty five years, Ms. Funk has pioneered the development of nexus studies to support affordable housing policy programs and is a recognized leader in structuring affordable housing inclusionary and fee programs. Initially, Ms. Funk developed a methodology for job/housing studies to support fee programs on commercial and industrial development. Under her direction, KMA has assisted over 40 jurisdictions evaluate linkage fee options. The methodology developed by Ms. Funk was subject to a legal challenge as part of a court case brought by the Commercial Builders of Northern California against the City of Sacramento. In recent years, Ms. Funk has developed and refined residential nexus studies to link market rate housing development to the need for affordable housing, often working with lawyers to tailor the analyses and programs to the ever changing legal environment.

Harriet Ragozin, a Manager at Keyser Marston, will assist with the residential and non-residential nexus analyses. Harriet joined Keyser Marston Associates in 2003 and has been working on affordable housing since then. She has had a role in many nexus assignments and inclusionary programs. She has also done extensive support work on more traditional real estate assignments, including in depth financial feasibility modeling and other tasks. With her lengthy experience in numerous nexus/inclusionary jobs in recent years, she is highly qualified to prepare the nexus technical analyses.

David Doezema, a Principal of Keyser Marston, will serve as a Consulting Principal. Mr. Doezema has experience with over 15 affordable housing nexus analyses and was a leader in the development of KMA's residential nexus methodology. Other nexus experience includes work for San Francisco as well as assignments for Seattle, Walnut Creek, Mountain View, Sacramento, Santa Cruz County, Emeryville, Daly City, and project-specific affordable housing analyses for the Facebook Campus in Menlo Park and the Stanford Medical Center expansion in Palo Alto.

Karen Warner, President of Karen Warner Associates, is a consultant with over 25 years of experience in providing housing policy services to municipal clients. She is a recognized leader in the field of housing elements, having authored over 100 elements throughout the State. Ms. Warner has developed a strong working relationship with staff at the State Department of Housing and Community Development (HCD) and has an excellent track record in achieving HCD approval. Ms. Warner has overseen the preparation of numerous federally mandated housing plans, including over 25 Consolidated Plans and 15 Analysis of Impediments to Fair Housing Choice (AI). Many of the plans involved consensus building among divergent stakeholders to establish a unified vision for expenditure of public funds. Ms. Warner has also prepared several nexus studies in support of inclusionary zoning and commercial impact fee ordinances. She worked with the City of Burbank in development of its first inclusionary housing ordinance; assisted the cities of Agoura Hills, Calabasas and Huntington Park in conducting inclusionary housing and commercial impact fee studies; and teamed with Keyser Marston Associates in preparing a residential nexus analysis and recommended ordinance revisions in Mill Valley, including implementation of an impact fee on single-family residences.

Resumes for each of the proposed staff members are included on the following pages.

Joint Experience

Kate Funk, Harriet Ragozin and Karen Warner recently worked together on the Mill Valley nexus analysis and program revisions.





KATE EARLE FUNK

Ms. Funk is a founder and Senior Principal in Keyser Marston's San Francisco office. Previously with Larry Smith and Company, she has over 40 years of experience in real estate and urban economics.

Key Role

With her broad experience, Ms. Funk has managed projects involving market and financial analyses, and urban economic analyses for policy planning.

Affordable Housing Nexus Studies

Over the past twenty five years, Ms. Funk has pioneered the development of nexus studies to support affordable housing policy programs. Initially she developed a methodology for job housing studies to support fee programs on commercial and industrial development. Under her direction, a model to perform the analysis was developed, and since then over 25 jurisdictions have been assisted in the design of jobs-housing linkage fee programs, most of them successfully adopted. In recent years she has developed and refined residential nexus studies to link market rate housing development to the need for affordable housing. Thus far, over 20 residential nexus analyses have been completed, often working with attorneys to tailor the analyses and programs to the ever changing legal environment.

Other Nexus Work

In addition to the affordable housing nexus work, Ms. Funk has prepared other AB 1600 analyses, linking new development to demand for childcare, parks/open space, and the arts. Examples of cities that have adopted such programs are San Mateo, West Sacramento, Santa Monica, and Seattle.

Hotel and Conference Centers

Ms. Funk has focused on hotel and conference center market and financial feasibility analyses, particularly those involving an in-depth examination of demand generated by local firms and institutions. Assignments have been conducted for Santa Cruz and Mountain View where local firms were extensively interviewed to determine their role in supporting a new facility. She has also assisted numerous redevelopment agencies in hotel transactions negotiations including Santa Rosa, Sacramento, Oakland, Seaside, Fremont, and Milpitas.

Professional Credentials

In her professional career, Ms. Funk has been a speaker for organizations such as CRA, California League of Cities, CALED, CALALHFA, and classes at UC Berkeley and USC. She is a member of the Lambda Alpha Honorary Land Economics Society. Ms. Funk received her Bachelor of Arts degree from Smith College in Northampton, Massachusetts.



*Years in
the Industry*

40+



HARRIET G. RAGOZIN

Ms. Ragozin is a Manager in Keyser Marston Associates' San Francisco office. She joined KMA in 2003 and has participated in affordable housing and child care nexus analyses, inclusionary housing analyses, residential and commercial real estate feasibility analyses, redevelopment tax increment projections, and market assessments.

Affordable Housing Policy

Ms. Ragozin has worked extensively on affordable housing policy analyses, including inclusionary housing analyses, in-lieu fee studies, jobs-housing nexus analyses and residential nexus analyses. Former inclusionary housing and in-lieu fee work includes studies conducted for the cities of San Francisco, Palo Alto, Cupertino, Napa, Novato, and Campbell, among others. Typical tasks include the evaluation of development economics, the calculation of full cost recovery in-lieu fees for ownership and rental projects, and the evaluation of alternative program structures.

She has conducted jobs-housing nexus analyses, which quantify the linkages between construction of new commercial buildings and affordable housing demand, for Napa, San Diego, Walnut Creek, Sacramento, Cupertino and others. In addition to a quantitative nexus analysis, typical tasks also include evaluation of proposed fee levels in the context of local real estate economics, recommended fee levels, and surveys of similar fees in other jurisdictions.

She has also conducted many residential nexus analyses, which quantify the linkages between new market rate residential development and the demand for affordable housing, for many jurisdictions including Fremont, Hayward, Napa County, San Francisco and others.

Residential Financial Analyses

Ms. Ragozin has assisted in the assessment of market and financial feasibility analyses for proposed residential developments. Projects include market rate housing, affordable housing, and mixed-use projects. Such services have been provided in the cities of Santa Rosa, San Jose, Walnut Creek, Lafayette, Redwood City, San Leandro, Union City, and others.

Child Care Nexus Analyses

Ms. Ragozin has conducted child care nexus analyses linking new real estate development to the demand for child care facilities in the jurisdiction. Example cities include San Mateo, San Francisco, San Ramon and Redwood City.

Professional Credentials

Ms. Ragozin holds a master's degree in public policy from the Goldman School of Public Policy at the University of California, Berkeley, and a bachelor's degree in economics from Williams College.



Keyser Marston Associates

*Years in
the Industry*

10+





DAVID DOEZEMA

Mr. Doezema is a Principal in Keyser Marston Associates' San Francisco office. He joined KMA in 2002.

Key Role

Mr. Doezema focuses on affordable housing nexus, successor agency finance, fiscal impact analysis, and financial analysis and modeling.

Affordable Housing Nexus

Mr. Doezema has experience with more than 15 affordable housing nexus analyses in support of affordable housing requirements on residential and non-residential development and was lead principal on KMA's recent residential nexus assignment for the City of San Jose. Other examples include San Diego, San Francisco, Seattle, Mountain View, Emeryville, Daly City, Newark, Fremont, and Rancho Cordova. Affordable housing analyses for specific projects include the Facebook Campus in Menlo Park and the Stanford Medical Center expansion in Palo Alto.

Successor Agency Finance

Mr. Doezema assists cities and counties in relation to redevelopment dissolution including preparation and review of recognized obligation payment schedules, cash flow analyses, and fiscal consultant reports for refinance of tax allocation bonds. He has been responsible for on-going pass through calculations for all 13 successor agencies in San Mateo County on behalf the County Controller's Office.

Fiscal Impact Analysis

Mr. Doezema has experience preparing fiscal impact analyses on projects throughout California, spanning a wide variety of land uses including master planned communities, military base reuse plans, medical facilities, and mixed-use projects.

Sports Facilities

Mr. Doezema had a key role in KMA's services to the City of Santa Clara on the Levi's Stadium project and negotiations with the San Francisco 49ers. Mr. Doezema was involved from the initial concept through stadium opening and was responsible for analyzing numerous aspects of the project including construction finance, funding of on-going operations of the Stadium Authority, public financing, fair market rent for the City's land, and fiscal and economic impacts.

Professional Credentials

Mr. Doezema holds a master's degree in urban planning and a bachelor's degree in civil and environmental engineering from the University of Michigan, Ann Arbor.



Keyser Marston Associates

*Years in
the Industry*

15+



PRIOR PROFESSIONAL EXPERIENCE

Prior to forming KWA in 2002, Ms. Warner worked as a planner in both the public and private sectors. Private sector experience over the past 25 years included serving as Director of Housing Programs for Cotton/Bridges/Associates, and as General Plan project manager for Envicom Corporation. Public sector experience included current planning work for the City of Paramount and County of Santa Barbara. As a research assistant for HUD in Washington D.C., Ms. Warner produced a guidebook for local jurisdictions to facilitate mixed-use development.

Ms. Warner has served as a conference speaker on housing issues for APA, CRA, HUD, NAHRO, HUD, and the League of California Cities. *Most recently, she served as a panel member on the "Essential Planning Tools 102" session at the League's Planning Commissioner's Academy in Burlingame.*

EDUCATION

*Master in Urban Planning, UCLA
 B.A. in Environmental Studies/Business Economics, UC Santa Barbara
 UCLA Continuing Education - courses in public speaking and community facilitation*

REPRESENTATIVE PROJECTS

| | |
|--|---|
| <p><u>Housing Elements</u> City of Beverly Hills City of Campbell City of Huntington Beach City of Mill Valley City of Pasadena City of Santa Monica City of San Rafael City of Sausalito City of Sonoma City of Sunnyvale City of Walnut Creek (Needs Assessment)</p> <p><u>Inclusionary Housing Studies/Ordinances</u> Agoura Hills Inclusionary Housing Fee Study Burbank Inclusionary Housing Ordinance Calabasas Housing/Commercial Impact Fee Study Calabasas Housing Trust Fund Strategy Huntington Park Fee Analysis/Housing Strategy Mill Valley Nexus Study/Ordinance Recommendations</p> | <p><u>Consolidated Plans/ Fair Housing Assessments (AI)</u> City of Burbank City of Huntington Beach City of Long Beach City of Santa Barbara City of Santa Monica City of Westminster County of Los Angeles (County & 49 cities) County of Orange Regional AI (16 cities)</p> <p><u>Other Housing Studies</u> Huntington Park CDBG and HOME Administration Long Beach Housing Action Plan MERCI Affordable Housing Grant Applications Pasadena Housing Agenda for Action Reno/Sparks/Washoe Co. Affordable Housing Plan Sausalito Housing Element (Zoning) Implementation Sierra Madre Second Unit Survey/Amnesty Program Sunnyvale Affordable Housing/Anti-Displacement Plan</p> |
|--|---|

03 Scope of Services

CONTEXT AND INTRODUCTION

The legal environment surrounding inclusionary programs and affordable housing impact fees is still uncertain at this time. A brief summary helps explain the scope of services proposed.

Since the California Court of Appeal's *Palmer* decision, cities have been precluded from requiring affordable units within rental projects unless the developer receives financial assistance or a regulatory incentive from the City. The nexus analysis will enable the City to adopt an impact fee for rental developments. The rental developer may pay the impact fee or choose to enter into an agreement with the City to provide onsite affordable units in exchange for City assistance of some kind.

In June 2015, the California Supreme Court issued a ruling in *California Building Industry Association vs. City of San Jose*, in which the court determined that inclusionary housing is a legitimate use of a City's land-use authority. The ruling means that inclusionary housing policies for ownership units do not require nexus analysis support, for either onsite requirements or in-lieu fees. For small ownership projects, where providing units onsite is not a viable option, the City may adopt an impact fee.

The nexus analysis for Sonoma will therefore provide supporting information for updating the Inclusionary Housing Requirements program, so that the program can include rental projects and also small ownership projects for which an impact fee will be charged (i.e. 1 - 4 units).

The following Scope of Services is divided into Base Services, or the minimum package of services to meet the needs identified in the RFP, and Additional Services. Additional Services includes a menu of tasks from which the City may select items to meet the needs of the legal environment or to assist in the adoption process.

A description of the nexus analysis approach and methodology is included in the task descriptions below.

I. BASIC SERVICES

A. *Project Initiation and Analysis Parameters (KMA and KWA)*

To initiate the work program, we recommend a work session to discuss the major parameters of the analyses, data needs, begin identifying the specific residential prototypes, and discuss relevant issues. We will also discuss the non-residential building types subject to the analysis and other aspects of the non-residential program since it will be new to Sonoma.

For the inclusionary portion of the work program, we will review the Housing Element and other materials and come prepared for a discussion of program details that might be adjusted and what data or analyses would be helpful to decision making.

KMA will prepare an agenda and an outline of analysis decisions, as well as a data or materials request list. Based on our experience, this will be a meeting for which at least two hours is needed. KMA will also suggest City staff representation for attendance, including the attorney that will ultimately be drafting the ordinance.

We note that to conduct the nexus analyses, no data or information is needed that cities do not typically have. For purposes of consistency of data, we may ask for many items, but if not available, we can recommend what factors to use or how to proceed.

B. *Residential Nexus Analysis (KMA)*

1. Current Residential Market Survey

Prototype Development, Market Survey, Market Prices and Rent Levels

For the Basic Services scope, we suggest identifying just one or two for-sale (or ownership) residential prototypes likely to be developed in project sizes of under five units. The Additional Services scope would increase the num-



ber of prototypes. We note that the abbreviated analysis would not limit applying the program to prototypes not tested in the analysis (as long the prototypes are carefully selected with broader application in mind.).

We will also identify one or two rental apartment prototypes for the impact fee program. In total, we have assumed three prototypes (for-sale and rental) in the project budget.

KMA will first review materials provided by the City and will then access additional data sources on recently developed rental and ownership housing to determine prototypical product types. Information will be developed on each prototype, including building description, square foot area of units, number of bedrooms, parking location and number of spaces, market rate sales prices, rent levels, etc. KMA will be particularly interested in projects in the pipeline to ensure that the prototypes represent projects that are likely to occur in Sonoma over the next several years.

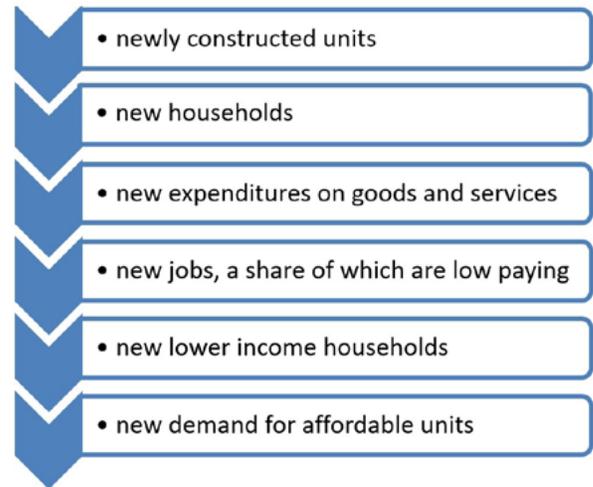
For each prototype, KMA will determine market sales price or rent level per unit and per square foot of the prototypical units. The pricing information provides the starting point for the nexus analysis.

2. Nexus Analysis Models and Results

KMA will prepare a residential nexus analysis that demonstrates and quantifies the relationship between market rate and affordable housing. The analysis links the addition of new market rate units in Sonoma to increased demand for affordable housing, and the cost of mitigating the new demand. The analysis will track and quantify a series of steps commencing with the rent/ price/value of the new market rate unit, the income of the household that buys or rents it, the consumption of goods and services of the household, the new jobs generated by that consumption, and the fact that some of the jobs have lower paying compensation levels that result in new worker households needing affordable housing.

To conduct the analysis, KMA uses two models: the IMPLAN model, which is purchased, and KMA’s propri-

Nexus Analysis Concept



etary jobs-housing nexus model. The IMPLAN model is a commercially available model that was developed roughly thirty years ago and has been refined over the years. It is widely used in planning applications throughout the U.S. Starting with the price/rent level of the new unit, household income will be computed, the starting point of the IMPLAN model. The IMPLAN model will use data for Sonoma County. The output of the IMPLAN model is the number of jobs in various industry categories in considerable detail that are associated with the consumer spending of new households.

The next portion of the nexus analysis uses the KMA jobs housing nexus model, developed over 25 years ago for jobs housing impact fee programs and refined over the years. This model analyzes the compensation levels of the new jobs generated and resulting household income. The KMA model imports current local wage and salary data from the California Employment Development Department (EDD). The output of the KMA model is the number of employee households at various income affordability levels. See Non-residential task description for more detail.

The last step in the analysis establishes a mitigation cost, or cost to deliver housing to the lower income affordability levels, using the affordability gaps, described below. The mitigation cost establishes the maximum affordable housing fee level supported by the nexus analysis.



Affordable Sales Prices, Rent Levels and Affordability Gaps

This information provides a critical link in the nexus analysis. It serves as the “mitigation cost” component of the impact analysis.

If available, KMA will use the City’s calculations for current affordable sales prices and rent levels by unit type and unit size. Alternatively, KMA could perform the calculations following a discussion of standards used in the analysis (at the first worksession).

KMA will confer with City staff to establish suitable affordable units and development costs for all affordable projects that the City would typically be expected to assist. Information on any projects, recently developed or in the pipeline, that are all affordable would be assembled to the extent available. This information could be supplemented by projects assisted elsewhere in the greater Sonoma area. The affordability gaps will be computed based on the difference between the costs of development and the affordable unit values, with and/or without tax credits and other forms of non-local assistance.

C. Non-Residential Nexus Analysis (KMA)

The tasks for the non-residential nexus analysis scope consist of the essential tasks for the adoption of fees on new non-residential development to mitigate the need for more affordable housing related thereto. The analysis includes the preparation of a nexus analysis and report documentation and ancillary tasks.

1. Project Initiation and Analysis Parameters

In the work program initiation work session described at the outset, KMA and City staff will discuss the range of prototypical commercial and industrial projects that might be subject to an affordable housing impact fee program in Sonoma. For purposes of this scope and budget estimate, we assume that the program will include at a minimum, retail/service buildings, hotel, and office. We can also include winery and other small manufacturing or industrial type uses with a focus narrowed to the types of buildings

and activities that are most likely to be drawn to the City of Sonoma over the next five to ten years. We will discuss employment density levels and other aspects of the analysis.

2. Nexus Analysis Model and Results

This section produces the quantitative nexus analysis that meets the requirements of state code governing impact fees (Government Code sections 66000 et. seq.) to demonstrate the relationships between the construction of the building types under study and the mitigation required (the impact fee).

The model used for the non-residential nexus analysis is the same used in the residential nexus analysis, thus accomplishing cost savings. For the non-residential nexus, employment estimates and detailed inputs on employee occupation and compensation specific to the Sonoma prototypes will need to be added. KMA developed the model over 25 years ago for linkage fee programs and has updated and refined the model over the years. The model will be input with current data drawn from readily available, published government sources that provide cross matrices of occupations by industry types, and local, recent compensation data from the state Employment Development Department.

The analysis will contain the following steps or subtasks:

- *Category or Building Type Definitions* – See project initiation.
- *Translation to Number of Employees* – Findings on employment density and trends will be utilized in this section to estimate the number of employees associated with the prototype building.
- *Adjustments for Workers Per Household* – Using U.S. Census data, the number of employees will be adjusted to the number of households.
- *Allocation of Employee Households to Income Categories* – The nexus model then distributes the employees into an allocation by occupation and from occupation to income level using local wage and salary inputs. To calculate household income, the model employs a distribution of the number of workers per household



by household size. For example, four-person households can have one, two, three, or four workers in the household. The model uses Census data to develop a distribution of the number of the workers per worker household, by household size. The new employee households are then placed into income categories based on household size and household income.

- *Conclusions on the Number of Households at Each Income Category* – The conclusions are first expressed for the total prototype building and then converted to the per square foot level. The analysis produces findings on the number of housing units for each income classification.
- *Calculation of Total Nexus Cost.* As with the Residential Nexus Analysis, the affordability gap provides the dollar link between the nexus findings and the cost of mitigation to determine the maximum justifiable fee level. The affordability gap for each income level is applied to the number of units per square foot of building area to produce the total nexus cost, or the highest fee level supported by the analysis.

The maximum fee levels supported conclude the nexus analysis for non-residential buildings.

D. Inclusionary Program Evaluation & Revisions (KWA)

Karen Warner will take the lead in the review of the existing Sonoma Inclusionary Housing Program and potential modifications. Based on the policy direction contained in Sonoma's 2015-2023 Housing Element, combined with the results of KMA's residential nexus analysis, KWA will:

- Evaluate the current five unit project size threshold for the inclusionary program and the pro's and con's of changing it. Evaluation will include a review of development activity for various size projects, fee revenue v. units produced considerations, and other factors.
- Evaluate the affordability levels and percentage of required affordable units in the current programs (both Citywide and in the Sonoma Residential District) and the implications of changing them, including burden

on projects (on-site compliance costs), sustainability, etc. In addition, the effectiveness of the affordable housing program overall in meeting the needs of very low, low and moderate income households and addressing Sonoma's RHNA goals will be assessed.

- Evaluate whether an in lieu fee option for ownership units would be a good adjustment to the program and under what conditions might it be offered.
- Evaluate options for dealing with fractional units arising from on-site requirements.

KWA will prepare a memo to City staff summarizing the above analysis, and presenting recommended revisions to the Inclusionary Program. The memo will also address recommended changes to Code Section 19.44 - Affordable Housing Requirements and Incentives to address current State density bonus requirements under AB 2222 and AB 744.

E. Reports and Recommendations

After the analysis tasks have been completed, it is anticipated that KMA, KWA and the City will jointly discuss the options and formulate recommendations. This will likely commence in the second work session, followed by telephone conference calls and other communications.

KMA generally prefers to recommend fee levels on a range basis. Fee level will need to be coordinated with the inclusionary program and the implied costs of the on-site requirements to projects of different sizes and types.

A presentation of the fee levels in neighboring or other relevant jurisdictions is usually helpful in the decision making and adoption process. KWA will prepare a chart that summarizes the key features of each program, fee or requirement levels, options for compliance, etc. Fees will be translated into common measurements (i.e. per square foot) to enable an "apples to apples" type comparisons.

KMA with KWA will prepare a Summary and Recommendations Report, written to be read by a wide audience. The nexus analyses will be summarized in technical docu-



ments that can stand as appendices to the Summary and Recommendations Report. The nexus report appendices are written to provide the technical detail for those who are interested and for reference in fee adoption ordinance language.

F. Meetings and Process

We are proposing three meetings with staff, per your request. Because KMA has not worked with the City before and because the nexus concepts and analysis parameter decisions and other inputs benefit from up front discussion, we suggest a KMA /City work session to initiate the work. KWA could also participate in person or could be joined in electronically. Then, following the preparation of the nexus analyses, we suggest a second KMA work session in Sonoma to present the findings in detail and to start discussing recommendations and overall program directions. The KWA Inclusionary track could be integrated with the same meetings, or alternatively, it could work to have KWA meet separately with the City on the inclusionary tasks.

We also include one meeting with City Council for which we will prepare a presentation and be available to answer questions.

Additionally, we suggest conference calls at several key junctures, such as when we need to agree on the prototypes and pricing, following the KMA market survey work. We would also be available by phone and e-mail throughout the work program as needed.

See Additional Services for more options.

G. Budget and Timing

The total estimated cost for the base tasks described in this section is \$52,500 for KMA services and \$10,200 for KWA services, or a total of \$62,700.

A detailed budget by task is presented following the Scope of Service.

As to timeline, the analyses leading to the second work session in which we present the analyses and findings can be completed in three months. Following the interim work session, we can complete the technical reports in another month and work through the recommendations over the same period. This implies an adoption process commencing in the early fall of 2016, after allowing for staff review of documents, revisions and changes leading to final documents. We are amenable to discussing adjustments to meet your timing needs.

II. ADDITIONAL SERVICES

The Basic Services proposed are designed to meet the required services in the Request for Proposal (RFP) at minimal cost. The services described in this section would enhance the level of service, as may be desirable, but are technically all optional at this time. Tasks A and B augment the level of service in the Base Proposal. The other tasks are those often sought to assist with decisions on program design and also the adoption process.

A. Expanded Nexus Analysis to Include more Residential Prototype Projects

Per the RFP, the number of prototypes for which we will conduct a market survey and run through the nexus analysis models has been limited to three. These three are designed to cover the kinds of for-sale units likely to be built in projects of less than five units plus rental apartments. Not included are larger single-family subdivisions, planned developments, condominiums, and others likely to be subject to the on-site requirements of the Inclusionary Program.

There are at least two reasons why a broader range of prototypes might be included in the work scope. First, we must cite the uncertain legal environment at the time of this writing. Should the U. S. Supreme Court decide to hear the case: *California Building Industry Association v. City of San Jose*, there is an enhanced probability that demonstrated nexus back-up could be required of inclusionary



housing programs. The decision as to whether to hear the case is expected at any time and the case will be decided within the year. Second, there may be revenue or other reasons for adjusting the minimum project size threshold and allow projects of more than four units to pay an impact fee.

The additional costs associated with the expanded nexus analysis includes the market survey component, the additions to the nexus models and inclusion of more material in the reports. There are clearly economies of scale in that adding two or three additional prototypes adds a fairly minor incremental cost. In addition, the market survey findings would be helpful in understanding the on-site inclusionary costs to projects, fractional unit issues, and adjustments to affordability levels or other changes.

B. Additional Meetings

KMA is available to participate in additional meetings with staff in Sonoma based on a time and materials basis, estimated at approximately \$1,500 each. Additional public hearings we estimate at \$2,000 each to cover the preparation of a power point or other presentation materials. KWA is available to assist in additional public meetings at a cost of approximately \$1,000 per meeting.

C. Financial Feasibility – Residential

Many, but not all, cities want financial feasibility analyses to help identify sustainable fee and/or inclusionary requirement levels. Financial feasibility analyses require an assembly of total development costs (land, construction, all fees and permits, financing, etc.) as well as profit margins in light of market sales pricing and rent levels. These analyses tend to be particularly important when cities adopt new inclusionary requirements and also if market conditions are weak due to recession or other reasons. Since much of the information needed is not readily available, KMA typically must interview developers and pursue other means to produce solid analyses. As a result financial feasibility analyses are rather expensive to prepare.

D. Total Development Costs – Non-Residential

For the adoption of new fees on non-residential development, KMA generally proposes summarizing total development costs instead of full financial feasibility. These summarized costs help put fee levels in the context of total development costs. It has been our experience that the Total Development Cost level of analysis is usually sufficient. Depending on the fee levels contemplated for non-residential development, this body of analysis may be helpful for decision making and for the adoption process. Development costs for at least one of each of the following would be prepared: office, retail and hotel, and industrial if the program is to cover industrial development.

F. Overlap Task

When jurisdictions adopt a fee on both residential and non-residential development we usually advise the preparation of the “Overlap Task.” This simple analysis demonstrates that despite fees on both and some potential for double counting, that the fees adopted (or proposed for adoption) will result in no double counting and cumulatively are under the nexus amounts supported.



04 Timeline

The following is an illustrative schedule. We are happy to discuss schedule modifications that may be needed.

| <i>Task / Milestone</i> | <i>Time Required</i> | <i>Cumulative Time</i> |
|---|-----------------------|------------------------|
| Authorization to Proceed | | |
| Kick Off Work Session | 2 weeks | 2 weeks |
| Market Survey Tasks | 3 weeks | 5 weeks |
| Conference call on residential and non-residential prototypes | 1 week | 6 weeks |
| Completion of Major Analysis Tasks: | 6 weeks | 12 weeks |
| Market Conditions Conclusions | | |
| Affordable Prices/Rent Levels & Affordability Gaps | | |
| Residential Nexus Analysis | | |
| Non-residential nexus analysis | | |
| Inclusionary Program Evaluation | | |
| Fees in other jurisdictions | | |
| Interim Work Session | 1 week | 13 weeks |
| Resubmittal of any revisions to the analysis | 1 week | 14 weeks |
| Draft Reports: Technical Analyses and Summary Report* | 3 weeks | 17 weeks |
| Staff Review of Reports/Revisions/Final | 2-3 weeks | 19-20 weeks |
| Adoption Process | As scheduled by staff | |



05 Budget

| | <u>KMA</u> | <u>KWA</u> |
|---|-----------------|-----------------|
| Basic Analysis Tasks | | |
| A. Residential Nexus Analysis | | |
| a. Project Initiation and Analysis Parameters | Incl. below | Incl. below |
| b. Market Survey- Inc | \$5,500 | |
| c. Residential Nexus Analysis | \$13,000 | |
| d. Affordability Gaps and Supported Fee Levels | \$3,000 | |
| B. Non-Residential Nexus Analysis | | |
| a. Project Initiation and Analysis Parameters (incl. in process) | Incl. below | |
| b. Quantitative Analysis including Supported Fee Levels | \$9,000 | |
| c. Inclusionary Program Evaluation and Revisions | | \$5,200 |
| C. Recommendations – synthesis of other tasks | <u>\$3,000</u> | <u>\$1,500</u> |
| Subtotal | \$33,500 | \$6,700 |
| Process Related Tasks (inclusive of preparation, etc.) | | |
| 1. Project Initiation/Kick-Off Work Session | \$1,500 | \$850 |
| 2. Interim Work Session on Analysis Results | \$1,500 | \$850 |
| 3. Public Hearing | \$2,000 | \$1,000 |
| 4. Conference Calls/Other | <u>\$1,000</u> | <u>\$300</u> |
| | \$6,000 | \$3,000 |
| Products | | |
| 1. Technical Reports (Residential and Non Residential Nexus) | \$7,000 | |
| 2. Summary Report and Recommendations Report | <u>\$5,000</u> | <u>\$500</u> |
| | \$12,000 | \$500 |
| Reimbursables | | |
| Allowance for purchase of IMPLAN data sets, market survey materials, travel related and other miscellaneous expenses. | \$1,000 | |
| All Services | \$52,500 | \$10,200 |
| TOTAL | | \$62,700 |



Additional Services Budgets

2015/2016 Fee Schedule

| | |
|---|------------------|
| A. Expanded Nexus Analysis to Include More Residential Prototypes, with three to five additions | \$4,000-\$6,000 |
| B. Additional Meetings | |
| Meetings in Sonoma with staff | \$1,500/ea |
| Public hearings | \$2,000/ea |
| C. Financial Feasibility of two to four residential project types | \$8,000-\$12,000 |
| D. Total Development Costs – Non-Residential Office, retail, hotel projects | \$8,000-\$10,000 |
| E. Overlap Task | \$4,000 |

| | |
|----------------------|----------|
| A. JERRY KEYSER* | \$280.00 |
| MANAGING PRINCIPALS* | \$280.00 |
| SENIOR PRINCIPALS* | \$270.00 |
| PRINCIPALS* | \$250.00 |
| MANAGERS* | \$225.00 |
| SENIOR ASSOCIATES | \$187.50 |
| ASSOCIATES | \$167.50 |
| SENIOR ANALYSTS | \$150.00 |
| ANALYSTS | \$130.00 |
| TECHNICAL STAFF | \$95.00 |
| ADMINISTRATIVE STAFF | \$80.00 |
| <hr/> | |
| KAREN WARNER | \$165 |

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

** Rates for individuals in these categories will be increased by 50% for time spent in court testimony.*



06 References



KEYSER MARSTON ASSOCIATES.



KAREN WARNER ASSOCIATES

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Community Development Department

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Mill Valley, CA 94941

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Planning Division

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Concord, CA 94519

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Housing & Community Development Program Mgr

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Administration

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Sausalito, CA 94965





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7D

Meeting Date: 04/18/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Discussion, consideration and possible action providing direction to the Mayor regarding the City's vote on an appointment by the City Selection Committee to the Remote Access Network (RAN) Board at their May 12, 2016 meeting.

Summary

The Sonoma County Mayors' and Councilmembers' Association will hold its second regular meeting of 2016 on May 12, 2016 in the City of Sonoma. The evening will include a meeting of the City Selection Committee which will have on its agenda an appointment to the Remote Access Network (RAN) Board.

The position must be filled by a Mayor and Gina Belforte, Mayor of Rohnert Park was the only person who submitted a letter of interest by the advertised deadline.

Recommended Council Action

Provide direction to the Mayor regarding the RAN Board appointment.

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. Notice of Appointment
 2. Letter of interest
-

cc: n/a

Gay Johann

From: Crump, Katie <KCRUMP@ci.petaluma.ca.us>
Sent: Thursday, January 28, 2016 4:21 PM
To: Crump, Katie
Subject: Notice of Vacancy on RAN Board

The Remote Access Network (RAN) Board has a vacancy. This appointment must be filled by a Mayor. Amy Ahanotu (Rohnert Park) was the current member, but with Rohnert Park's annual Council reorganization, Gina Belforte is now the Mayor of Rohnert Park so he is no longer eligible to serve on that Board.

This appointment will be agendized for the May 12th Mayors' & Councilmembers' Association meeting, and the appointment will be made by the City Selection Committee. For those Mayors who may be interested in applying for this position, please send your letter of interest to Darin Bartow, Dep. Clerk of the Board, at darin.bartow@sonoma-county.org with a copy to me at kcrump@ci.petaluma.ca.us. Letters of interest need to be received by March 28th, to allow time for all cities to agendize this appointment on their Council agendas.

The RAN Board meets once a year, and the 2016 meeting will not be scheduled until sometime after July. For those not familiar with this Board, Chief Brian Masterson of the Rohnert Park Dept. of Public Safety has kindly provided this synopsis:

The RAN (Remote Access Network) Board is required by State Penal Code in all 58 Counties in California to receive funding from the State for the submission of fingerprints (Criminal Records) to the State Department of Justice (DOJ). The RAN is comprised of seven members pursuant to the State Penal Code and the members are 1) member from the community 2) the Sheriff, 3) a chief of police from the County, 4) the District Attorney, 5) a mayor from a City in that County, 6) a member from the County Board of Supervisors, 7) the Chief from the largest police agency in the County.

The money we receive each year helps to fingerprint subjects that are arrested and we send these fingerprints to the DOJ in Sacramento who send them to the FBI. The RAN is part of the State's master plan on using biometrics to identify people who are arrested and keep them from using different names in different counties/cities where they are arrested. No matter what name you give the police you are going to be fingerprinted and those prints will match any previous arrest and in this way we track individuals who commit crimes in various counties/cities in California. The RAN Board meets to discuss what we are doing as a County to continue to use this money to purchase new technology for our AFIS (Automated Fingerprint Identification System). These same Livescan machines that we use for criminal fingerprints are also used to print applicants for various county and city government positions (police officers, teachers, etc.) The RAN Board is typically run by the Sheriff as he is also mandated by law to run/operate the County Jail and the Livescans in the County jail are used to send electronically the fingerprints to DOJ in Sacramento.

I hope this provides you with a better understanding of how the RAN operates in the State of California and in Sonoma County.

thanks,

Katie Crump, Executive Assistant to the City Manager
City of Petaluma | 11 English Street, Petaluma, CA 94952
Tel. (707) 778-4347 | Fax (707) 778-4419 | kcrump@ci.petaluma.ca.us
Website: www.cityofpetaluma.net



City Council

Gina Belforte
Mayor

Jake Mackenzie
Vice Mayor

Amy O. Ahanotu
Joseph T. Callinan
Pam Stafford
Councilmembers

Darrin Jenkins
City Manager

Don Schwartz
Assistant City Manager

Michelle Marchetta Kenyon
City Attorney

Alexandra M. Barnhill
Assistant City Attorney

JoAnne Buerigler
City Clerk

Betsy Howze
Finance Director

Brian Masterson
Director of Public Safety

John McArthur
*Director of Public Works and
Community Services*

Mary Grace Pawson
*Director of
Development Services*

Victoria Perrault
Human Resources Director

January 26, 2016

City Selection Committee
c/o Darin A. Bartow, Clerk
575 Administration Drive, Room 100A
Santa Rosa, CA 95403

Re: Letter of Interest - Remote Access Network (RAN) Board

Honorable Mayors and Councilmembers,

I am writing to respectfully request your support for my appointment to the Remote Access Network Board (RAN). I am a strong supporter of the principles that guide this statewide network system designed to allow local law enforcement agencies direct access to the California Identification System.

I have great appreciation for the importance of maintaining a comprehensive RAN collaborative here in Sonoma County and I would be honored to serve on this Board. I believe that with my experience serving in local government and my strong commitment to enhancing local law enforcement practices, I would be a productive member of the RAN Board.

Thank you for your consideration of my request for appointment to the RAN Board. Please call me should you have any questions at (707) 888-2724, or feel free to e-mail me at gbelforte@rpcity.org. I appreciate your support.

Sincerely,

CITY OF ROHNERT PARK



Gina Belforte
Mayor

File: Mayors & Councilmembers Association



CITY OF SONOMA
 City Council
 Agenda Item Summary

| | |
|----------------------|-------------------|
| Agenda Item: | 9 |
| Meeting Date: | 04/18/2016 |

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

Agenda Item Title

Councilmembers' Reports on Committee Activities.

Summary

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

| MAYOR 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