

**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, May 2, 2016
6:00 p.m.**

AGENDA

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

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

OPENING

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

1. COMMENTS FROM THE PUBLIC

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

2. MEETING DEDICATIONS

3. PRESENTATIONS

Item 3A: Community Resilience Challenge Proclamation

Item 3B: Letter Carriers' Stamp Out Hunger Food Drive Day Proclamation

Item 3C: Presentation of the 2015 Police Department Annual Report

Item 3D: Recognition of the Service of Mark Heneveld on the Planning Commission

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 April 18, 2016 City Council Meeting.
Staff Recommendation: Approve the minutes.

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

Item 4C: Approval of application by Sonoma Valley Firefighter’s Association for temporary use of City streets for the Hit The Road Jack event on Sunday, June 5, 2016.

Staff Recommendation: Approve subject to conditions recommended by the Special Event Committee.

Item 4D: Approve the Notice of Completion for Field of Dreams Well No. 8 Project No. 1402 constructed by Piazza Construction and Direct the City Clerk to File the Document.

Staff Recommendation: Approve.

Item 4E: Adopt Resolution to Approve the Final Parcel Map for the 3-lot Parcel Map at 226 and 230 Newcomb Street known as the Coralie Grace Subdivision Parcel Map No. 441, Accept all offers of dedication, and Authorize the City Manager to execute a Subdivision Improvement Agreement.

Staff Recommendation: Adopt the resolution and authorize City Manager to execute Subdivision Improvement Agreement.

Item 4F: Approve the Notice of Completion for the LED Streetlight Conversion Project completed by Tanko Street Lighting, Inc. and Direct the City Clerk to File the Document.

Staff Recommendation: Approve.

Item 4G: Adoption 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.

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 April 18, 2016 City Council meeting pertaining to the Successor Agency.

Staff Recommendation: Approve.

6. PUBLIC HEARING – None Scheduled

7. REGULAR CALENDAR – CITY COUNCIL

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

Item 7A: Discussion, consideration and possible action to endorse Measure AA, the San Francisco Bay Clean Water, Pollution Prevention, and Habitat Restoration Measure. (Assistant City Manager/Presentation by Caitlin Cornwall)

Staff Recommendation: Council discretion.

7. REGULAR CALENDAR – CITY COUNCIL, Continued

Item 7B: Discussion, consideration and possible action to Approve a Resolution for a Pass-Through Water Rate Adjustment of the Sonoma County Water Agency’s Wholesale Water Rate Increase for Fiscal Year 2016-2017. (Public Works Director)
Staff Recommendation: Approve the resolution.

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 28, 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: 05/02/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Community Resilience Challenge Proclamation

Summary

Susan Price, Daily Acts, requested that the month of May be proclaimed Community Resilience Challenge Month. The goal of this event is to inspire thousands of people across Sonoma County to complete 8,363 actions to save water, grow food, conserve energy, reduce waste and build community.

Gretchen Schubeck, Associate Director for Daily Acts, will be present to receive the proclamation. In keeping with City practice, she has been requested to keep the total length of her follow-up comments to no more than 10 minutes.

Recommended Council Action

Mayor Gallian to present the proclamation.

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:

Proclamation

Alignment with Council Goals:

N/A

cc: Susan Price via email

City of Sonoma



Proclamation

COMMUNITY RESILIENCE CHALLENGE MONTH

WHEREAS, the City of Sonoma is concerned about the health and well-being of its residents and seeks to create a healthy, sustainable, and livable community; and

WHEREAS, last year, the sixth annual Community Resilience Challenge inspired thousands of people across Sonoma County to complete 8,363 actions to save water, grow food, conserve energy, reduce waste and build community; and

WHEREAS, Daily Acts is a key partner, providing programs and services that educate residents, students, businesses and community leaders about sustainable practices; and

WHEREAS, the City of Sonoma can achieve its climate goals by growing and eating fresh local garden produce, greening its transportation and creating energy and water-efficient homes, businesses, schools and communities.

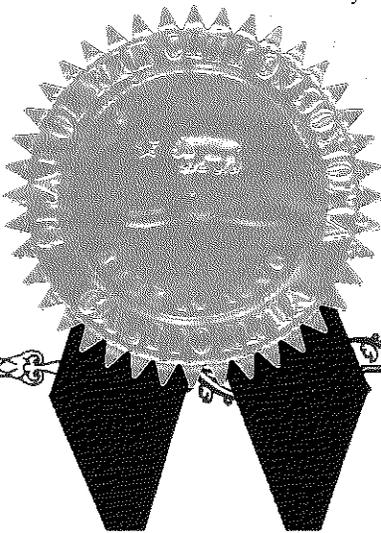
NOW, THEREFORE, BE IT RESOLVED that the City of Sonoma commits to actively support the Community Resilience Challenge and its goal to inspire thousands of actions to save water, grow food, conserve energy, reduce waste and build community and as a partner pledges to:

- Support the Community Resilience Challenge activities within the County promoting the growing, eating and sharing of healthy food.
- Support programs that facilitate increasing water efficiency and water reuse
- Encourage energy efficiency and use of alternative energy sources

NOW, THEREFORE, I, Laurie Gallian, Mayor of the City of Sonoma, do hereby proclaim the month of May 2016 **COMMUNITY RESILIENCE CHALLENGE MONTH** in the City of Sonoma as we work together for a healthier, more vibrant and viable future.

IN WITNESS WHEREOF, I hereby set my hand and cause the seal of the City of Sonoma to be affixed this 2nd day of May 2016.

LAURIE GALLIAN, MAYOR





CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3B

Meeting Date: 05/02/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Letter Carriers' Stamp Out Hunger Food Drive Day Proclamation

Summary

Paula Marshall Arguello requested recognition of May 14, 2016 as Letter Carriers' Stamp Out Hunger Food Drive Day in the City of Sonoma.

Ms. Arguello will be present to receive the proclamation. In keeping with City practice, she has been requested to keep the total length of her follow-up comments to no more than 10 minutes.

Recommended Council Action

Mayor Gallian to present the proclamation.

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:

Proclamation

Alignment with Council Goals:

N/A

cc: Paula Arguello via email

City of Sonoma



Proclamation

LETTER CARRIERS' STAMP OUT HUNGER FOOD DRIVE DAY

MAY 14, 2016

WHEREAS, Every year on the second Saturday in May, letter carriers across the country collect non-perishable food as part of the nation's largest one-day food drive, distributing the donations to local food banks; and

WHEREAS, The Letter Carriers' Stamp Out Hunger Food Drive is just one example of how letter carriers work to make a difference in the lives of those they serve. Since the pilot drive was held in 1991, over 1.4 billion pounds of food have been collected; and

WHEREAS, We would like to recognize all letter carriers for their hard work and their commitment to their communities. All of the food collected in our community stays in our community and we support the letter carrier's efforts to help those in need in our community.

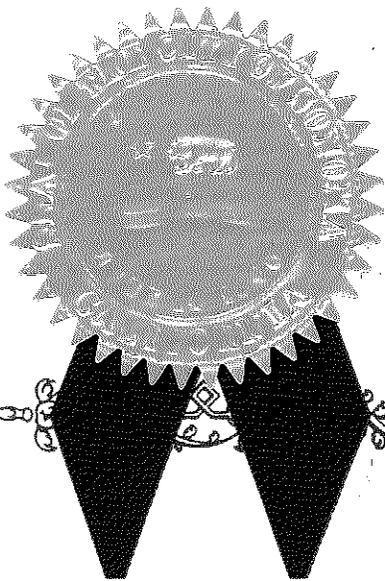
NOW THEREFORE, I, Laurie Gallian, Mayor of the City of Sonoma, hereby proclaim Saturday May 14, 2016 as

LETTER CARRIERS' FOOD DRIVE DAY

In the City of Sonoma and encourage the citizens of our community to support the food drive by placing non-perishable food items in or near your mailbox on food drive day. Your letter carrier will pick it up while delivering the mail - and together we can all help to feed our hungry.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Sonoma to be affixed this 2nd day of May 2016.

Laurie Gallian, Mayor





City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 3C

Meeting Date: May 3, 2016

Department Police	Staff Contact Bret Sackett, Police Chief
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Agenda Item Title
Presentation of the 2015 Police Department Annual Report

Summary
In accordance with the Agreement for Law Enforcement Services between the City and the County, the County is required to provide the City with an annual report. The report will include an overview of police operations, along with results of the Performance Objectives identified in the agreement

Recommended Council Action
Receive presentation of Police Department's 2015 Annual Report

Alternative Actions
Council discretion

Financial Impact
None

Environmental Review	Status
<input type="checkbox"/> Environmental Impact Report	<input type="checkbox"/> Approved/Certified
<input type="checkbox"/> Negative Declaration	<input checked="" type="checkbox"/> No Action Required
<input checked="" type="checkbox"/> Exempt	<input type="checkbox"/> Action Requested
<input type="checkbox"/> Not Applicable	

Attachments:

- 2015 Police Department Annual Report

Alignment with Council Goals:

cc:

2015 Annual Report

Sonoma Police Department



Sonoma Police Department

175 First Street West, Sonoma, Ca 95476

Message from the Chief



On behalf of the Sonoma Police Department, I am pleased to present our annual report for 2015. I am very pleased with the hard work, dedication, and tireless effort of the men and women of the Sonoma Police Department, and this report is representative of their commitment to the core values of our department.

The police department has a total staff of 16.5 employees; 1 chief, 2 sergeants, 10 patrol deputies, 2 community services officers and 1.5 administrative staff. We are fortunate to be joined by a strong cadre of dedicated Volunteers and Police Explorers, which play a vital role in our service to the community.

The men and women of the Sonoma Police Department are committed to making our city a safe place to live, work, and visit, and on behalf of our dedicated staff of professionals, I would like to thank you for the support you've provided this past year. The department looks forward to proactively build and strengthen community partnerships through the delivery of high quality, efficient, and professional law enforcement services.

Mission Statement and Core Values

In partnership with our communities, we commit to provide professional, firm, fair and compassionate law enforcement and detention services with integrity and respect.

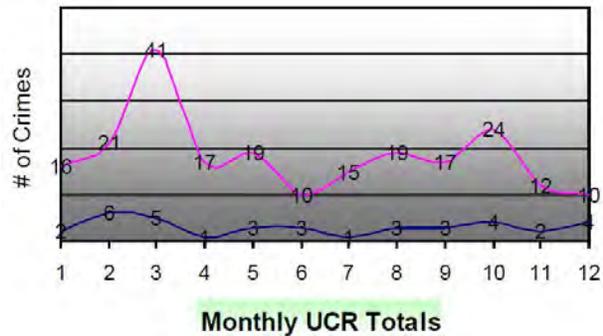
<i>Principles of Excellence</i>	<i>Effective Enforcement of the Law Sense of Team Community Oriented Philosophy Organizational Efficiency Commitment to Duty and Tradition</i>
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Community Oriented Policing

Community Oriented Policing is a philosophy, management style, and organizational design that promotes proactive problem solving and police-community partnerships to address the causes of crime and fear, as well as other community issues. Community Oriented Policing redefines the roles and relationships between the community and the police by recognizing that the community shares responsibility with the police for social order. Both must work cooperatively to identify problems and develop proactive community-wide solutions.

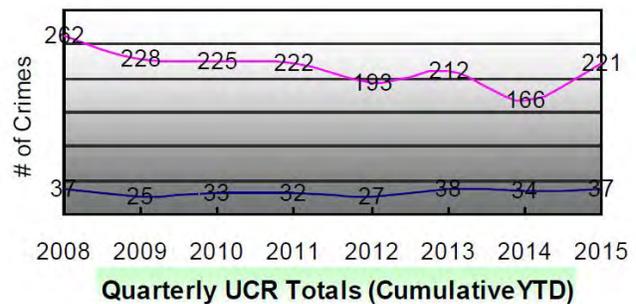
Year in Review

In 2015, we experienced an increase in our overall crime rate, which wasn't surprising given our near historic lows in 2014. The increase in crime also resulted in the increased number of arrests. As I've mentioned previously, crime rates provide a quick "snapshot" of our community, but they often provide a very simplistic view of the community and don't take into consideration the many factors that influence crime. In addition, crime rates can fluctuate, sometimes considerably, from year to year due to our small size.



Violent crime increased by 9%, but due to our overall small number of crimes, the increase only represents 3 additional crimes.

In addition, our property crime increased by 33%, most notably in the area of theft. A considerable portion of the increase can be attributed to a rash of catalytic converter thefts that occurred over the summer months. Several North Bay communities also experienced a similar cluster of catalytic converter thefts, which we believe was orchestrated by a group Bay Area thieves.



Although we experienced an increase in crime, our crime rate for the year was fairly consistent with our historical average.

I believe the increase in crime can also be attributed to two significant changes in California's criminal justice system; AB 109 – State Prison Realignment and Proposition 47.

Due to AB 109 – the State's Prison Realignment Program, the county jail is full of inmates that would have previously been sent to state prison, which leaves little room for local offenders. As such, these local offenders are back in our community. The Sonoma County Law Enforcement Chief's Association is working collaboratively to address and mitigate the impact of this significant change to California's criminal justice system.

In the fall of 2014, the California voters passed Proposition 47, which reduced most drug and property crimes to misdemeanors. I believe Prop 47 has the potential to drive up crime rates and put our community at risk. We are currently working collaboratively with our law enforcement partners to address this significant change in law.

Our little city gained national attention from the infamous “Body in a Barrel” case. In the late hours of March 20, 2015, a deputy was questioning the driver of a car found speeding along Hwy 12. He was concerned that something horrible had occurred since the driver, who was rambling and nearly incoherent, could not explain the fresh blood on his clothing or blood that was smeared along the bed of the truck he was driving. A short time later, a citizen reported that someone had recently dumped a barrel and miscellaneous garbage in front of City Hall in the heart of the historic Sonoma Plaza, where another deputy made the gruesome discovery of a dead body stuffed inside the barrel and covered with a plastic tarp. The investigation revealed the murder took place in the Sonoma Valley and the suspect was subsequently convicted.

For FY 15-16, we were awarded a \$22,000 grant from the California Department of Alcoholic Beverage Control. The primary focus of the grant was to reduce a minor’s access to alcohol and the prevalence of underage drinking. Working in collaboration with our partner’s at the ABC, we’ve conducted several Underage Decoy and Shoulder-Tap operations, IMPACT inspections, and directed patrol at alcohol related special events. Overall, the results have been favorable and suggest our local ABC licensed establishments are doing their part to address underage drinking.

In partnership with the county’s Department of Health Services, we continued to provide Responsible Beverage Service training to our ABC licensed establishments. This program, which is provided free of charge, is intended to instill a sense of awareness and responsibility to our proprietors and to help address the problem of underage drinking.

During 2015, we rolled out a new fleet of patrol SUVs to replace our aging patrol cars, which are no longer made. The new patrol cars are much roomier, get better gas mileage, and are safer due to AWD and other enhanced safety features.

Deputy Alan Collier was selected to receive the 2015 Mothers Against Drunk Driving (M.A.D.D.) Award for his efforts to combat drunk driving. Deputy Collier arrested 23 people for impaired driving. In addition, Alan was honored by the Veterans of Foreign Wars for his outstanding police work.

We completed the full roll out of our Body Worn Camera program (BWC). Body Worn Cameras have proven to be a useful tool in investigations, complaints against officers, and have the potential increase public trust.

We’ve continued our strong tradition of community outreach and have participated in a variety of community events. Some of those events include tours of our facility, neighborhood watch meetings, as well as participation in events such as the Farmer’s Market, Vintage Festival, and the Independence Day celebration.

Special Programs and Partnerships

School Resource Officer

The School Resource Officer continues to be an integral part of our community oriented policing philosophy. While initially funded by a grant from the US Department of Justice, the program is now equally funded by the Sonoma Police Department, Sonoma County Sheriff's Office and the Sonoma Valley Unified School District.

Deputy Matt Regan, our School Resource Officer, monitors campus activity and provides security at various school functions, such as sporting events and dances. He sits on the district's Student Review Team, provides instruction for driver's education, and speaks at numerous school functions.

In 2015, Deputy Regan taught "DUI Awareness" to all seniors utilizing "drunk goggles" to simulate impairment. He also educated our seniors on the law, as well as the economic impact to being arrested for DUI.

He also acted as a mentor for 4 students for their senior projects and sat on 6 review panels for other senior projects.

K-9 Program

In 2013, the City Council approved the addition of a patrol K-9. Dickie is a beautiful, 3-year old Belgian Malinois/German Shepherd mix that is cross trained in narcotic detection and patrol operations. Deputy Jeff Sherman and his partner, Dickie, have quickly proven themselves to be a valuable asset to the department and our community.

In 2015, our K-9 team had 31 patrol related deployments that resulted in 5 suspect surrenders and 1 apprehension. Without our K-9 team, these suspect apprehensions could have resulted in a use of force encounter, which could have resulted in an injury to the deputy or suspect.

Our K-9 team also had 20 narcotic related deployments; one of which resulted in the discovery of narcotics and approximately \$30,000 in cash.

Deputy Sherman and Dickie completed over 240 hours of training and made numerous appearances at community events and school functions.



Dickie was recently featured as “Pet of the Month” at Pet Food Express, where his photo was prominently displayed.

Deputy Sherman is acting as a mentor for a SVHS student’s senior project. The student, who has an interest in law enforcement and our K-9 program, is raising money to purchase a “bite suit” for our K-9 team. The “bite suit” will be a valuable training tool for our team and the student’s effort is greatly appreciated.

Animal Control

The police department provides animal control services for the City, which includes annual licensing, permit review, enforcement of city, county, and state laws, animal related investigations, and care of impounded animals. Our Community Services Officers primarily fill this role, but in their absence, the patrol staff responds to animal related calls. Working closely with Pet’s Lifeline, our community partner, and Sonoma County Animal Care and Control, we strive to provide exemplary service in terms of enforcement, reunification of stray pets, and appropriate adoption services. In 2015, we saw an increase in the number of animal related calls for service, but a decrease in the number of impounded animals. We continue to see an increase in the number of dog licenses issued, but I believe there is still room for improvement in terms of compliance.

Explorers and Volunteers in Police Service

The police department is proud to have such a strong cadre of volunteers to assist us in the service to our community. Our Explorer Program, which is designed for youth from the ages of 14-21 years old, is a career-oriented program that gives young adults the opportunity to explore a career in law enforcement. Under the guidance of sworn personnel, they meet on a regular basis to discuss the law enforcement profession, participate in the ride along program, and to assist with community events.

We continue to have strong Volunteers in Police Service (VIPS) program to better serve our community. Currently eight (8) volunteers donate their time on a weekly basis, assisting with office work, parking enforcement, security checks, Plaza patrols, and traffic control for parades. During 2015, our volunteers donated over 3,000 hours to the police department in an amazing sign of community service and community spirit.

Sonoma Valley Youth and Family Services

Under the auspices of the Sonoma Police Department, Sonoma Valley Youth and Family Services (SVYFS) provides an alternative to juvenile probation for youth who are cited for criminal activity. The program provides services for families who live within the boundaries of the Sonoma Valley Unified School District (SVUSD), although they may be attending schools out of this District.

SVYFS also works with families/youth who have not yet committed a crime, but are at risk of being involved in criminal behavior, to redirect them to more meaningful alternatives.

In 2015, SVYFS provided services to 86 youthful offenders, which was down from the previous. Without SVYFS, we would have no other choice but to send these youth through the juvenile justice system at a great cost to the taxpayer and a potentially significant impact to the future of these youth.

The majority of the referrals continue to be for substance abuse violations, such as alcohol and marijuana. Of the substance abuse violations, we saw a noticeable increase in alcohol related violations, which comprised 57% of all the referrals for substance abuse. Marijuana related violations fell from 56% last year to 43% this year. Burglary and Theft related referrals accounted for the second largest number of referrals, followed by traffic related violations. In 2015, youthful offenders completed nearly 1,400 hours of community service at various Sonoma Valley non-profits as a way to compensate the community for the harm caused by their actions.

According to Cynthia Ashmore, the program coordinator, *"We continue to choose to facilitate diversion for more youth that were repeat offenders or traffic violators in an attempt to educate youth and to prevent the accumulation of a criminal history. This also included a push in obtaining drivers permits and licensed for traffic offenders.."* The complete annual report of Sonoma Valley Youth and Family Services program is available upon request at the City Prosecutor's Office.

City Prosecutor's Office

The City Prosecutor's Office continues to prosecute misdemeanor offenses and municipal code infractions that occur within the City limits, and mitigate conflicts within the City of Sonoma through cooperation with the Sonoma Police Department.

The police department refers all appropriate misdemeanor and municipal code violations to the City Prosecutor's Office. DUI and traffic related cases continued to account for the largest majority of referrals, followed by domestic related crimes, drug violations, and city ordinance violations.

The police department feels this program has been beneficial, since the City Prosecutor has a clear understanding of quality of life issues occurring within Sonoma. In addition, the ability to interact with the local prosecutor on specific cases has been invaluable.

The complete annual report of City Prosecutor's Office is available upon request at the City Prosecutor's Office.

Performance Objectives and Statistics

It is incumbent upon the Sonoma Police Department to provide a safe community and a sense of security to the citizens of the City of Sonoma. This will be accomplished by providing professional law enforcement services with the highest degree of integrity and respect, while adhering to the Sheriff's Office Mission Statement, Core Values, and Principles of Excellence.

There are four primary Performance Objectives identified in the law enforcement services contract. Performance measures, when conceived as part of a broad management perspective, can provide an increased level of understanding that can result in more effective and efficient services. These Performance Objectives are intended to provide insight that can be used to make improvements to individual programs and initiatives, and to improve the effectiveness of our department's overall operations. The four primary Performance Objectives are:

Deter and Prevent Crime

Apprehend and Prosecute Offenders

Maintain and Resolve Conflict

Promptly Respond to Incidents Requiring Immediate Attention

Each of these Performance Objectives is measured by statistical data that relate directly to primary Performance Objective. While these Performance Objectives have the potential to provide a "snapshot" of the impact of our policing efforts, it is important to remember these statistics can be influenced by a wide variety of factors. For instance, a rise in reported crime may not necessarily reflect a decrease in public safety, but instead it could reflect a strong working relationship between the community and the police department which results in the community feeling comfortable reporting criminal behavior.

Objective 1: Deter and Prevent Crime

This performance objective shall be measured by comparing the following data:

- a. Uniform Crime Reporting data will be used to determine crime patterns occurring in the City.
- b. State of California crime rates will be compared with crime rates for the City of Sonoma.

UCR Summary Data¹	2012	2013	2014	2015	% Change²
Homicide	1	0	0	0	0%
Rape	0	3	2	2	0%
Robbery	3	11	0	1	100%
Aggravated Assault	23	24	32	34	6%
Simple Assault ³	33	47	38	44	16%
Total Violent Crime⁴	27	38	34	37	9%
Burglary	51	63	32	33	3%
Larceny	142	139	121	174	44%
Auto Theft	0	10	13	14	8%
Total Property Crime⁵	193	212	166	221	33%

California Crime Rates⁶		Violent Crime	Property Crime
	Area	Rate per 100,000	Rate per 100,000
2015	State	N/A	N/A
	Sonoma	338	2,021
2014	State	393	2,459
	Sonoma	312	1,524
2013	State	397	2,666
	Sonoma	354	1,976
2012	State	425	2,773
	Sonoma	253	1,810

¹ UCR data per California Department of Justice Table 11

² From prior year

³ Simple assault not included in Violent Crime total

⁴ Violent crime includes homicide, forcible rape, robbery, and aggravated assault

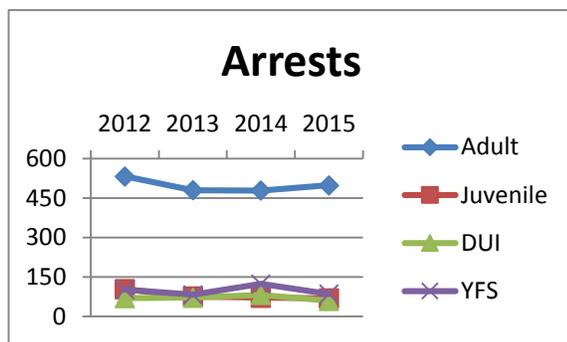
⁵ Property crime includes burglary, larceny-theft, motor vehicle theft, and arson

⁶ California Department of Justice Table 1

Objective 2: Apprehend and Prosecute Offenders

This performance objective shall be measured by comparing the following data:

- The number of arrests for adults and juveniles will be compared to determine arrest patterns.
- The number of DUI arrests will be compared to determine DUI arrest patterns.
- The number of referrals to the Sonoma Valley Youth and Family Services Program will be compared to determine juvenile crime patterns.
- Clearance rates for the City of Sonoma and the Pacific Region (Uniform Crime Reporting) will be compared to determine number of crimes solved.



Arrest Data	2012	2013	2014	2015	% change
Adult	533	480	479	499	4%
Juvenile	104	76	76	69	-4%
Total Arrests	637	556	551	568	3%
DUI Arrests ⁷	70	72	82	60	-22%
Referrals to YFS ⁸	103	83	124	86	-30%

UCR Clearance Data ⁹	Area	Violent Crime	Property Crime
2015	Pacific Region ¹⁰	Data not available	
	Sonoma	97%	23%
2014	Pacific Region	48%	15%
	Sonoma	94%	23%
2013	Pacific Region	47%	15%
	Sonoma	87%	23%
2012	Pacific Region	45%	14%
	Sonoma	86%	29%

⁷ Included in the figure for total arrests

⁸ These figures are reported on a fiscal calendar and are included in figure for total arrests

⁹ Clearance rates indicate the percent of crimes that are solved or otherwise cleared and are calculated by dividing the number of crimes cleared by the total number of crimes. The FBI's UCR program considers a crime cleared when at least one person is arrested, charged with a crime, and turned over to the court for prosecution or referred to juvenile authorities. In certain circumstances, a crime can be cleared by "exceptional means."

¹⁰ Pacific region includes California, Oregon, Washington, Alaska, and Hawaii. FBI Table 26

Objective 3: Maintain Order and Resolve Conflict

This performance objective shall be measured by comparing the following data:

- a. Traffic accident data in the Statewide Integrated Traffic Records System (SWITRS) for fatal, injury, and non-injury accidents will be compared to determine the effectiveness of the Agreement's Traffic Enforcement Program.
- b. Parking citation data will be compared to determine the effectiveness of the Agreement's Parking Enforcement Program.
- c. Animal Control statistics (animal complaints and impounds) will be compared for the previous 3 years to determine patterns.

Traffic Accident Data¹¹				
	2012	2013	2014	2015*
Fatal	1	0	0	0
Injury	31	33	39	27
Non-injury	81	85	74	70
Total	113	118	113	97¹²
*Unofficial data from internal source				
Parking Citations				
Year	2012	2013	2014	2015
Citations Issued	2,726	1,474	1,547	2,558
Animal Control				
	2012	2013	2014	2015
Calls for service	596	700	470	511
Impounds (Dogs and Cats)	109	121	90	70

¹¹ Data provided by the California Statewide Integrated Traffic Reporting System (SWITRS) Report #3.

¹² Due to delays in State reporting, SWITRS data was updated for all years. Current year data is not available.

Objective 3: Maintain Order and Resolve Conflict, cont

- d. Citizen perception of safety and the maintenance of order as reported in citizen surveys shall be compared when such survey data is available.

Periodically, the Sheriff's Office will commission a private company to conduct a Community Survey to assess the community's perceptions of services, and develop communication and collaborative problem-solving approaches to address concerns surfaced in these evaluations.

In 2008, the Sonoma Police Department was included in this survey. The survey results were provided to the City Council when the original Law Enforcement Services contract was due for renewal. Overall, the survey revealed strong community support, a feeling of safety within our community, and satisfaction with our service. Some of the survey responses include:

- *87% of respondents rate our overall performance as Good or Excellent*
- *95% feel Safe or Very Safe*
- *Compared to a year ago, 76% feel our community is as Safe or Safer*
- *Of those who were victims of crime, 93% were Very Satisfied or Satisfied*
- *97% felt our crime prevention programs were Effective or Very Effective*

In addition, the community identified gangs, violent crime, and drugs/alcohol as our most pressing concerns, while indicating more crime prevention programs as a possible area of improvement.

Overall, the survey revealed the police department has the "ear" of the community and has established a solid partnership with our citizens.

Objective 4: Promptly Respond to Incidents Requiring Immediate Attention

This performance objective shall be measured by comparing the average response time to "Priority 1" calls over the previous 3 years.

Median Response Time to Priority 1 Calls for Service		
Year	Number of calls	Response Time
2015	217	5 min 33 secs
2014	229	5 min 31 secs
2013	199	4 min 37 secs
2012	262	4 Min 52 secs



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 3D

Meeting Date: 05/02/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Recognition of Mark Heneveld's service on the Planning Commission

Summary

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

The Planning Commission is made up of seven members plus an Alternate. One of the members may be an out-of-city, Sonoma Valley, resident. Their responsibilities include but are not limited to: Development of the General Plan and Development Code; review and action on environmental impact reports, subdivision and parcel maps, use permit and variance applications, and special studies and reports.

Mark Heneveld has served as the out-of-city Commissioner on the Planning Commission for the last eight years.

Recommended Council Action

Mayor Gallian to present a certificate of appreciation to Mr. Heneveld.

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:

Mark Heneveld via email

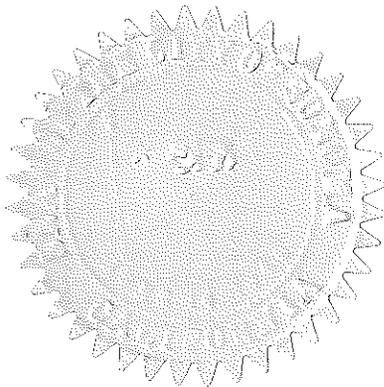
CITY OF SONOMA
Certificate of Appreciation

PRESENTED TO

Mark Heneveld

FOR SERVICE ON THE

PLANNING COMMISSION
2008 - 2016



PRESENTED THIS 2nd DAY OF MAY 2016

Laurie Gallian, Mayor



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4B

Meeting Date: 05/02/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the minutes of the April 18, 2016 City Council Meeting.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

Minutes

Alignment with Council Goals: N/A

cc: N/A

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

Community Meeting Room, 177 First Street West, Sonoma CA



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

MINUTES

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

SPECIAL MEETING - CLOSED SESSION

Mayor Gallian called the meeting to order at 5:30 p.m. No one from the public was present to provide public testimony on the closed session items. The Council recessed into closed session with all members present. City Attorney Walter was also present.

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

REGULAR MEETING

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

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

OTHERS PRESENT: Assistant City Manager Johann, City Attorney Walter, Planning Director Goodison, Public Works Director Takasugi, and Administrative Assistant Gipson

REPORT ON CLOSED SESSION

Mayor Gallian reported that Council gave direction to staff.

1. COMMENTS FROM THE PUBLIC

Ken Brown announced the upcoming Arbor Day celebration.

Georgia Kelly stated that she felt the leafblower ordinance adopted by Council had not been titled correctly and that it gave the referendum petitioners the upper hand in collecting signatures because it was misleading.

Lisa Summers stated that leafblowers had never been legal because they violate the decibel levels in the City's noise ordinance. She stated that as a member of the Regional Climate Protection Authority the City would be required to electrify all landscape equipment.

David Eichar stated that regardless of the outcome of the referendum the City should switch to electric leaf blowers to set a good example.

Debra Dado spoke of her concerns about parking, noise, and traffic related to the proposed affordable housing project on Broadway.

2. MEETING DEDICATIONS

Cm. Edwards dedicated the meeting in the memory of Barbara Cullen. Cm. Agrimonti dedicated the meeting in the memory of John Earl Slack.

3. PRESENTATIONS

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

Cultural and Fine Arts Commission Chair Schertz presented a certificate and \$2,000 check to the 2016 Student Artist of the Year Kaylin Riebli. Ms. Riebli brought in companions modeling three costumes that she had designed and created. Mayor Gallian congratulated Riebli and wished her well as she pursues a career in costume design.

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

Mayor Gallian presented Kimberly Blattner a certificate recognizing her service on the Community Services and Environment Commission 2009-2016. Mr. Blattner thanked the Council for the opportunity to serve on the commission.

Item 3C: Children's Memorial Flag Day Proclamation

Mayor Gallian read aloud the proclamation and presented it to Rob Sanville of MOVES (Minimize Occurrences of Violence in Everyday Society).

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 21 and April 4, 2016 City Council Meetings.

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. (Res. No. 08-2016)

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.

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.

Item 4F: Approval and ratification of the appointment of Mary Sek to the Planning Commission.

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

Mayor Gallian invited comments from the public. Referencing Item 4G, Lin Marie deVincent thanked the City Council for its continued support of the mobilehome park community. It was moved by Clm. Cook, seconded by Clm. Edwards, to approve the consent calendar as presented. The motion carried unanimously.

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

Item 5A: Approval of the portions of the minutes of the March 21 and April 4, 2016 City Council meetings pertaining to the Successor Agency.

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

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.

Assistant City Manager Johann reported that the City's franchise refuse hauler, Sonoma Garbage Company, Inc. submitted a request for a rate increase. The proposal was based on the calculation of the Refuse Rate Index and was in accordance with the Franchise Agreement to maintain a fair rate of return. Johann stated that the proposed rate adjustment with an effective date of April 1, 2016 for residential, commercial and debris box rates was 1.51% equating to a \$.20 per month increase for a residential 32 gallon container.

Mayor Gallian invited comments from the public. Rosemarie Pedranzini stated her support for the rate increase.

Councilmembers Agrimonti and Edwards expressed their appreciation for the Currotos and for the fact that Sonoma has a local refuse company. It was moved by Clm. Cook, seconded by Clm. Edwards to adopt resolution No. 09-2016 entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA APPROVING REFUSE RATE ADJUSTMENTS. The motion carried unanimously.

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 Goodison reported that the Planning Commission had reviewed a set of draft amendments to the Development Code addressing several issues under discussion pertaining to the Housing Element implementation measures, the Mixed Use Zone, and Planned Development Permits. The proposed ordinance would amend those documents by: 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 was 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.

Clm. Hundley confirmed that the findings of CEQA exemption applied only to adoption of the ordinance and not to any future development.

Clm. Edwards confirmed that the proposed changes would not have an effect on any previously approved projects.

The public comment period was opened and closed with none received. It was moved by Clm. Edwards, seconded by Clm. Agrimonti, to introduce the ordinance entitled 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 and to make the finding that the action was categorically exempt from environmental review. The motion carried unanimously.

7. REGULAR CALENDAR – 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 Takasugi reported a local group of citizens formed the General Vallejo Monument Committee to construct a monument in honor of Sonoma's founder, General Mariano Vallejo. The committee received conceptual approval from the City Council on September 9, 2015. Subsequently they 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. The committee was now seeking final approval for the project. Takasugi stated that the committee would be required to enter into a long-term maintenance agreement and meet all permitting and insurance requirements of the City.

Robert Demler stated that the committee, since its inception, had lost two dear members. They were Sheila Cole (whose idea this project was) and Bette Allen. He provided details and displayed a maquette of the proposed monument.

Tom Hauser stated that prior to approval of the monument the City should have a plan for the Plaza including criteria and an approval process.

Clm. Cook stated his support for the project and that a master plan for the Plaza was a good idea.

Clm. Hundley stated that requests like this one were few and far between. She added her support for the project noting that it fit with the Council goal of highlighting the City's rich history.

Clm. Edwards pointed out that General Vallejo granted the Plaza to the City and he could not think of a more fitting monument for the park. Clm. Agrimonti agreed.

It was moved by Clm. Agrimonti, seconded by Clm. Hundley, to 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. The motion carried unanimously.

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 Johann reported that 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 had been extended by Council twice for additional two-year periods culminating after the 2016 season.

Johann stated that fees for special events were 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 allowing 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." Johann stated that the Farmers Market season ran from the beginning of May through the end of October and was 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.

Clm. Edwards stated his concerns about Farmers Market included: The overuse and wear and tear on the Plaza Park; The resulting loss of revenue for Plaza businesses; An exception being made when other nonprofits such as Nuestra Voz had been denied fee reductions; and that it was more an event than a Farmers Market.

DRAFT MINUTES

CSEC Chair Chris Petlock stated that by reducing the fees and putting that money towards the EBT program and space rent waivers for the farmers that they would be encouraging the sales of produce and helping the farmers.

Chris Welch, Market Manager, said they consider themselves a partner with the City that had been responsive to the City's Request for Proposals. Welch stated that CSEC had requested they take action to align with the County's Food Action Plan and they agreed feeling that it was a good idea.

Maria Toimil, Vintage Festival Director, stated they paid over \$12,000 in Plaza use fees and she was seeking equality. She pointed out that in contrast to VOMCFM, they had no paid staff and relied 100% on volunteers.

Bill Montini, representing Native Sons of the Golden West, stated that Plaza Use fees had been steadily rising and eventually would run all the original home town events out of business. He did not agree with the fee subsidy for the Farmers Market and stated there should be a fair playing field for all the City's nonprofit organizations.

John Toulze, Executive Chef of Girl and The Fig restaurant, stated that by waiving fees for Farmer Market the City was subsidizing people who take money out of the Plaza business owner's pockets. He said Tuesdays were their worst days at the restaurant and stated that it was not a market it was a party. Toulze stated that they had applied to be a vendor at the market but were turned down and the market instead brought in a vendor from Cotati.

Sondra Bernstein, owner of Girl and The Fig Restaurant, disagreed with the City subsidy for the market. She also pointed out that she applied to be a vendor in an effort to help out her employees since it was a slow night at the restaurant – only to be denied. Bernstein stated that her business was one of the top sales tax producing businesses in the City and she was very dissatisfied with how the market was managed.

Clm. Cook said he wanted to be fair to the nonprofits and pointed out their ability to apply to the Community Fund. He said he would not support the appeal.

Clm. Hundley stated that she heard all the concerns being expressed and noted that the City Party and Farmers Market were victims of their success but that she felt the market should be able to sustain itself. Hundley stated she looked forward to looking at the market with a new set of eyes when it came time to do another request for proposals (RFP).

Clm. Agrimonti stated that the City supported the Food Action Plan in spirit only. She suggested there were other venues for reduced price produce. She agreed with Hundley that it would be a good opportunity to consider all the issues brought up with a new RFP.

Clm. Edwards stated that Napa asked their Chef's Market to cease operating because the local businesses were losing too much money. He stated the City was bearing the cost to maintain the Plaza and he felt it was overused. He said he would like to see the market utilize Grinstead Amphitheater instead of the horseshoe lawn and perhaps use Depot Park from time to time.

It was moved by Clm. Hundley, seconded by Clm. Agrimonti, to uphold the appeal, to charge the market the same fees as last year and eliminate the conditions of approval by CSEC related to the EBT program and waiver of rents for farmers. The motion carried four to one, Clm. Cook dissented.

RECESS: The meeting recessed from 8:45 to 8:55 p.m.

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 Goodison reported Sonoma's 2015–2023 Housing Element adopted in March 2015 included several implementation measures aimed at compensating for the loss of redevelopment money which had been the City's primary source of funding for its affordable housing programs. Implementation measures #1 and #8 suggested 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 were reasonably related to development impacts.

Goodison stated that preparation of the nexus study was a highly technical task that required specialized technical expertise. The City Council set aside funds in the budget for preparation of the study and a request for proposals was circulated. A selection panel interviewed the top proposers and were recommending that the City contract with Keyser-Marston/KWA with a proposed total cost estimated at \$86,600. The selection panel also recommended that the study include 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.

Clm. Edwards inquired what projects were in the pipeline that would be subject to the proposed impact fee. Goodison stated the Napa Street hotel and the Broadway developments.

Mayor Gallian confirmed that the public would be engaged in the process.

The public comment period was opened and closed with none received. It was moved by Clm. Agrimonti, seconded by Clm. Cook, to 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 "F" as set forth in the proposal. The motion carried unanimously.

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 Johann reported the Sonoma County Mayors' and Councilmembers' Association would hold its second regular meeting of 2016 on May 12, 2016 in the City of Sonoma. The evening would include a meeting of the City Selection Committee which would 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.

The public comment period was opened and closed with none received. It was moved by Clm. Edwards, seconded by Clm. Hundley, that the Mayor should vote in favor of Ms. Belforte. The motion carried unanimously.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

9. COUNCILMEMBERS’ REPORTS AND COMMENTS

Clm. Agrimonti reported that the Cemetery committee met recently and she would like that topic to be on a future Council agenda.

Clm. Cook announced the birth of Elizabeth Lila Cook on April 18, 2016.

Clm. Hundley said she loved hearing from people.

Mayor Gallian encouraged the public to send comments and ideas ahead of the Council goal setting session.

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

Assistant City Manager Johann announced that PG&E would close 4th Street East between Napa and Spain Street the following day while doing a gas main replacement. She also announced that a referendum petition regarding the leafblower ordinance had been filed with her office the previous Thursday and had been delivered to the Registrar of Voters office for signature verification. She stated that if the required number of signatures had been achieved the ordinance would be suspended and the matter will be placed on the City Council agenda. Unless the City Council repealed the entire ordinance the matter had to be submitted to the voters at the next regular election.

11. COMMENTS FROM THE PUBLIC

Joe Costello stated that he and twenty-seven of his neighbors on First Street East and Mission Terrace had signed a petition asking the City Council to reconsider its decision to allow special events at the Maysonnave House. He stated that there had not been proper noticing and they had been denied the opportunity to speak on the matter. Costello requested that the matter be placed on a future Council agenda.

12. ADJOURNMENT

The meeting was adjourned at 9:15 p.m. in the memory of Barbara Cullen and John Earl Slack.

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 Council Agenda Item: 4C

Meeting Date: May 2, 2016

Department

Administration

Staff Contact

Special Event Manager Janson

Agenda Item Title

Approval of application by Sonoma Valley Firefighter's Association for temporary use of City streets for the Hit The Road Jack event on Sunday, June 5, 2016.

Summary

The Sonoma Valley Firefighter's Association has requested temporary use of city streets for the Hit The Road Jack event as follows:

1. Closure of Spain Street between First Street East and First Street West from 4:00 a.m. until 2:00 p.m. on Sunday June 5, 2015.
2. The Special Events Committee recommends the following conditions of approval:
 - The applicant shall contact the Police Department as soon as possible to finalize the contract for two deputies and arrange for five volunteers to assist with the traffic control plan.
 - The applicant shall provide a written request for special barricading to the Public Works Department at least thirty days prior to the event and meet with the Streets and Police Departments.
 - The applicant shall provide notice of the event and temporary impediment of free passage of traffic along the 10K and 2.2 mile run/walk route to all businesses and residents no later than thirty days prior to the event. Letter also shall be sent to the Episcopal Church at 275 East Spain Street.
 - The applicant shall comply with City of Sonoma standard insurance requirements.
 - The applicant is required to reimburse the City for additional personnel costs incurred as a result of this event.

The applicant shall obtain event approval from the Community Services and Environment Commission.

Recommended Council Action

Approve the Street Use application contingent upon the conditions recommended by the Special Events Committee.

Alternative Actions

- 1) Delay action pending receipt of additional information.
 - 2) Deny the request.
-

Financial Impact

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

Environmental Review

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

Status

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

Attachments:

1. Permit Application For Use of City Streets

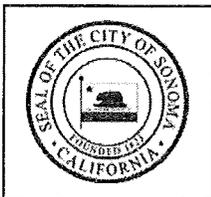
Alignment with Council Goals:

N/A

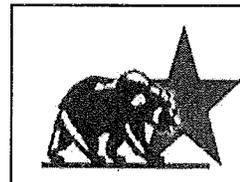
cc:

Sonoma Valley Firefighter's Association
630 Second Street West
Sonoma, CA 95476

Mark Aiton (email)
P.O. Box 1199
Arnold, CA 95223



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



**PERMIT APPLICATION
FOR USE OF CITY STREETS**

Application Fee: ~~\$373.00~~ **576**
(Encro 100 30203)

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

Name of Applicant: Gary Johnson + Mark Aiton / Hit The Road Jack

Name of Sponsoring Organization: Sonoma Volunteer Firefighter's Association

Address: 630 Second St. West Sonoma, CA 95476

Telephone Numbers: Day: 707 844-4994 Night: _____ Email: info@hittheroadjack.org

Name of Event: Hit The Road Jack

Type of Event – Mark Appropriate Box

Run or Walk

Rally or Assembly

Parade

Other _____

Date(s) of Event: Sunday, June 5th, 2016

Street Closure(s) Requested:

Spain between 1st West and 1st East from 0400 am/pm to 1400 am/pm

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

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

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

Half Marathon, 10K + 3.5K Run/Walk
benefiting Sonoma Volunteer Firefighter's Association +
Sonoma Valley High School Track + Field

Estimated Daily Attendance: 1,000 - 1,250

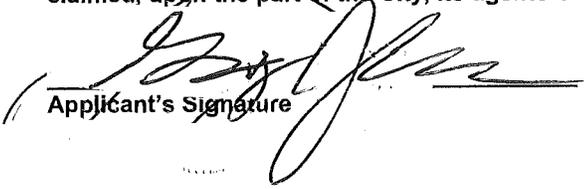
If a Sound Amplification is be used, describe the type, location, purpose and hours of use: _____

Sound system on Spain Street for announcements + music
Announcements from 0700-1300 Music 0900-1400

General Conditions of Approval:

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

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


Applicant's Signature

10/3/2015
Date

For City Use Only	
POLICE DEPARTMENT RECOMMENDATION: <input type="checkbox"/> Approve <input type="checkbox"/> Deny	
Amount of Deposit Required _____	
COMMENTS:	
_____	_____
Authorized Signature	Date
PUBLIC WORKS DEPARTMENT RECOMMENDATION: <input type="checkbox"/> Approve <input type="checkbox"/> Deny	
Amount of Deposit Required _____	
COMMENTS:	
_____	_____
Authorized Signature	Date
Date Approved by CSEC _____	
Date Approved by City Council _____	



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: 05/02/2016

Department

Public Works

Staff Contact

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

Agenda Item Title

Approve the Notice of Completion for Field of Dreams Well No. 8 Project No. 1402 constructed by Piazza Construction and Direct the City Clerk to File the Document

Summary

The City Council accepted the Field of Dreams Well No. 8 Project at their meeting of March 16, 2015 and the City Manager awarded the contract to Piazza Construction. The work generally consisted of converting an existing irrigation water well (at the Field of Dreams Ball Field off of First Street West in the City of Sonoma) into a municipal potable water well to augment the City's water supply, and to provide emergency water service should there be an interruption in the existing water distribution system from the Sonoma County Water Agency. Project activities included clearing, grubbing, and demolition of existing pavement surfacing; installation of a well pump, a 6-inch water main, vaults and covers, a chlorination system, and fences and gates; construction of a chlorination and control building as well as an all-weather gravel access road; surface restoration; and other related work.

Final punch-list items have been completed and signed off by the Public Works Inspector. At this time, all work has been completed and it is recommended that the Notice of Completion (NOC) be approved and the City Clerk directed to file the NOC at the County Recorder's Office. However, it should be noted that the project was completed 150 calendar days after the scheduled completion date for the contract, which was October 12, 2015. The construction completion delays were considered unexcused and liquidated damages in the amount of \$500 per calendar day accrued per the approved Contract. When the well treatment building permit was signed off on March 10, 2016, this was noted as the date of substantial completion. Therefore, the final contract amount is \$597,304.05, withholding \$75,000 in liquidated damages and incorporating a deductive change order in the amount of \$2,594.45.

Recommended Council Action

Recommend that Council approve the Notice of Completion for the Field of Dreams Well No. 8 Project No. 1402 constructed by Piazza Construction and Direct the City Clerk to File the Document.

Alternative Actions

Council discretion.

Financial Impact

The Council authorized a project budget amount of \$990,750 in FY 2015/16 Water CIP Budget. In addition to the Water fund, the project budget included 2001 water bond proceeds of \$179,239 and Local Supply/Recycled Water/Tier 2 (LRT2) Program Funding of \$275,117. This budget amount included the completion of design, construction support services, special inspection services, and a 15% construction contingency. Construction management and construction inspection were performed with in-house City staff.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals:

Supports the Council Water Goal by strengthening capital infrastructure needs with a focus on enhancing the City's local water supply and increasing water capacity through new sources.

Attachments:

Notice of Completion – Field of Dreams Well No. 8 Project No. 1402

When recorded, return to:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. On the 10th day of March, 2016, the public project known as: Field of Dreams Well No. 8 Project No. 1402 was completed.
2. The name and address of the party filing this Notice is:
City of Sonoma, No. 1 The Plaza, Sonoma, CA 95476
3. The name and address of the Contractor responsible for the construction of said public project is: Piazza Construction, 5200 Carroll Road, Petaluma, CA 94952.
4. The name and address of said Contractor's insurance carrier is:
Rogers & Young Insurance Services
800 Edgewood Place
P.O. Box 1738
Windsor, CA 95492
5. The work generally consisted of converting an existing irrigation water well into a municipal potable water well to augment the City's water supply, and to provide emergency water service should there be an interruption in the existing water distribution system from the Sonoma County Water Agency. Project activities included clearing, grubbing, and demolition of existing pavement surfacing; installation of a well pump, a 6-inch water main, vaults and covers, a chlorination system, and fences and gates; construction of a chlorination and control building as well as an all-weather gravel access road; surface restoration; and other related work.
6. The original contract amount was: \$ 674,898.50

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

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

Laurie Gallian, Mayor

Dated: _____, 2016

ATTEST: _____
City Clerk



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4E

Meeting Date: 05/02/2016

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 3-lot Parcel Map at 226 and 230 Newcomb Street known as the Coralie Grace Subdivision Parcel Map No. 441, 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 September 10, 2015. The project involves subdividing the two parcels at 226 and 230 Newcomb Street into three lots. The subdivision would allow for the development of three single-family homes on individual lots of approximately 20,000 square feet each to Rural Residential zoning regulations. 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 3-lot Parcel Map No. 441, 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

Status

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

- 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 3-LOT CORALIE GRACE SUBDIVISION
PARCEL MAP NUMBER 441 AT 226 AND 230 NEWCOMB STREET, 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 3-lot Coralie Grace Subdivision Parcel Map Number 441 at 226 and 230 Newcomb Street 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 September 10, 2015; and,

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

WHEREAS, the developer has provided adequate Financial Security, in accordance with the City Development Code, to ensure that the public improvements will be properly constructed; 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 2nd day of May, 2016, by the following vote:

AYES:
NOES:
ABSENT:

Laurie Gallian, Mayor

ATTEST:

Gay Johann
Assistant City Manager/City Clerk

OWNER'S STATEMENT

I/We, the undersigned, hereby state that I/we am/are the owner(s) of or have sole right, title or interest in and to the real property shown on this map entitled "City of Sonoma Parcel Map No. A-441"; that I/we am/are the only person(s) whose consent is necessary to pass clear title to said real property; and that we hereby consent to the preparation and recording of said map.

Owners: Newcomb Holdings, LLC, a limited liability company

by: Sonoma Flourishing, LLC, its Manager

by: John Dixon, its Manager

NOTARY'S ACKNOWLEDGEMENT

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 SONOMA

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 capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on 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 Signature

TRUSTEE'S STATEMENT

Signatures of the following Trustees have been omitted under the provisions of Section 66445 of the Subdivision Map Act and such signatures are not required by the governing body.

Name:	Recorded:	Nature:
First American Title a California corporation The Legacy Group	DN 2015-045541	Trustee Beneficiary
Herzer Financial Services, Inc.	DN 2015-088665	Trustee
Herzer Financial Services, Inc.	DN 2015-088667	Beneficiary

RECORD TITLE INTEREST

Signatures of the owners of the following easements have been Omitted under the provisions of Section 66436 of the Subdivision Map Act. Their interest is such that it cannot ripen in to a fee Title and such signatures are not required by the governing body.

Owner of Interest	DN/OR	Type of Easement
County of Sonoma	DN 2016-032342	Public Sanitary Sewer facilities
Newcomb Holdings, LLC	DN 2016-034480	Private Storm Drain

COUNTY CLERK'S STATEMENT

I certify that all bonds, money or negotiable bonds required under the provisions of the Subdivision Map Act to secure payment for taxes and assessments have been filed with and approved by the County of Sonoma, namely bond(s) under Government Code Sections 66493(a) and 66493(c) in the sum of \$_____ and \$_____ respectively.

Dated: _____

Signed _____
Clerk of the Board of Supervisors
County of Sonoma, State of California

TAX COLLECTOR'S STATEMENT

According to the records in the office of the undersigned, there are no liens against this 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 and special assessments collected as taxes and 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 Sections 66493(a) and 66493(c) are hereby approved and accepted.

Dated: _____

Tax Collector
County of Sonoma,
State of California

CITY CLERK'S STATEMENT

I hereby certify that the City Council of the City of Sonoma, State of California, on the day of _____, 2015, did approve this map.

Dated: _____

Signed _____
City Clerk of the City of Sonoma,
County of Sonoma, State of California

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 Karen Gardner in November 2015. I hereby state that this Parcel Map substantially conforms to the conditionally approved tentative map, if any, and that all monuments are of the character and occupy the positions indicated, and are sufficient to enable the survey to be retraced.

Dated: _____

Signed: _____
Paul M. Brown PLS 5087
my license expires 6/30/17



CITY ENGINEER/SURVEYOR'S STATEMENT

I hereby state that the map of this subdivision was examined by me or under my direction; that it is substantially as it appears on the tentative map and any approved alterations thereof; that all provisions of the Subdivision Map Act as amended and of any local ordinances applicable at the time of approval of the tentative map have been complied with.

Dan Takasugi, City Engineer, RCE 72776 Dated _____
license expires 6/30/2016

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 Maddock, PLS 8131 Dated _____
license expires 12/31/2016

RECORDER'S STATEMENT:

Filed this _____ day of _____, 2016 at _____ in
Book _____ of Maps at Page(s) _____, at the request of the City
Engineer/Surveyor.

Recorder _____ Deputy _____

Fee Paid _____
Doc. No. _____

See Sheet 3 For Local Agency Required Information
City of Sonoma
Parcel Map No. A-441
(Coralie Grace Subdivision)

A Division Of The Lands Of Newcomb Holdings, LLC, A California Limited Liability Company As Described By Deed Recorded May 21, 2015 Under Official Records Document Number 2015-043915, Sonoma County Records; Being A Division Of Lot Line Adjustment Parcel Two And Parcel Four Described In Lot Line Adjustment Deed Recorded July 26, 2010 Under Official Records Document Number 2010-061146, Sonoma County Records And Delineated On "Record of Survey" Recorded July 30, 2010 In Book 741 Of Maps, Page 43, Sonoma County Records; Being In In-Lots 148 & 065 Of O'Farrell's Map Of The Pueblo Of Sonoma
Sonoma County,
California

1.40 Acres ±
Total Number of Parcels: 3
Address: 226 & 230 Newcomb
Street
Date: October 2015
APN 128-131-047 & 049



adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
P (707) 541-2300; F (707) 541-2301

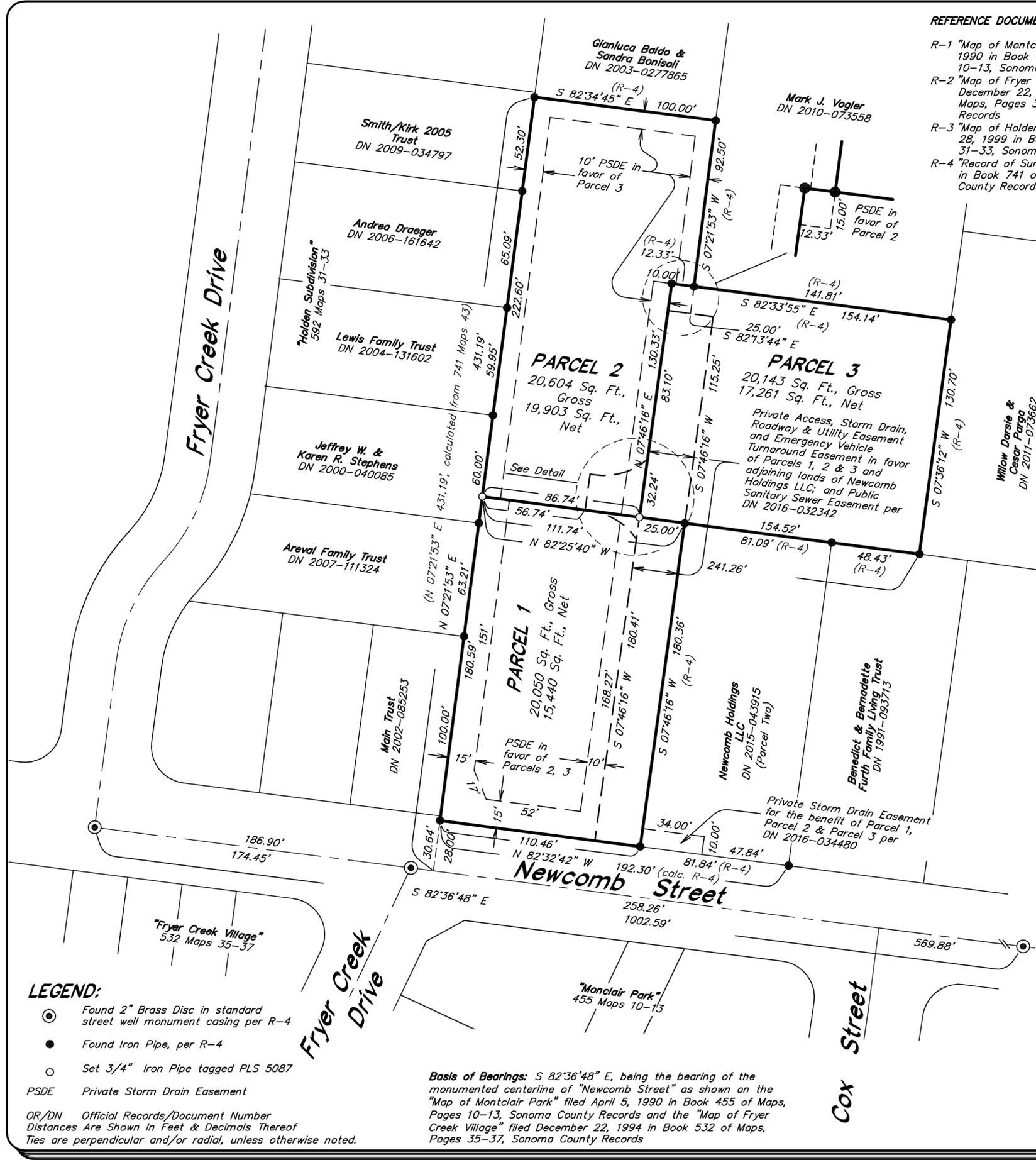
Job Number 15166

sheet 1 of 3

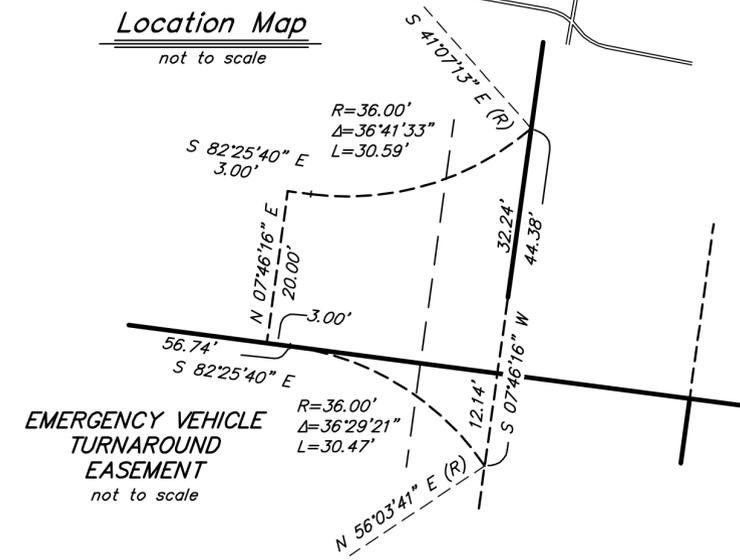
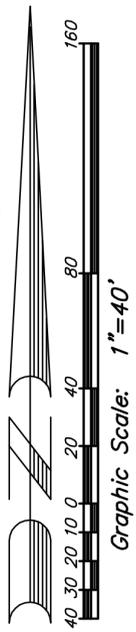
First American Title Company

Order No. 4906-5135096

Dated April 20, 2016



- REFERENCE DOCUMENTS:**
- R-1 "Map of Montclair Park", filed April 5, 1990 in Book 455 of Maps, Pages 10-13, Sonoma County Records
 - R-2 "Map of Fryer Creek Village" filed December 22, 1994 in Book 532 of Maps, Pages 35-37, Sonoma County Records
 - R-3 "Map of Holden Subdivision" filed April 28, 1999 in Book 592 of Maps, Pages 31-33, Sonoma County Records
 - R-4 "Record of Survey" filed July 30, 2010 in Book 741 of Maps, Page 43, Sonoma County Records



See Sheet 3 For Local Agency Required Information
City of Sonoma
Parcel Map No. A-441
(Coralie Grace Subdivision)

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1.40 Acres ±
 Total Number of Parcels: 3
 Address: 226 & 230 Newcomb Street
 Date: October 2015
 APN 128-131-047 & 049

adobe associates, inc.
 civil engineering | land surveying | wastewater
 1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
 P (707) 541-2300; F (707) 541-2301
 Job Number 15166

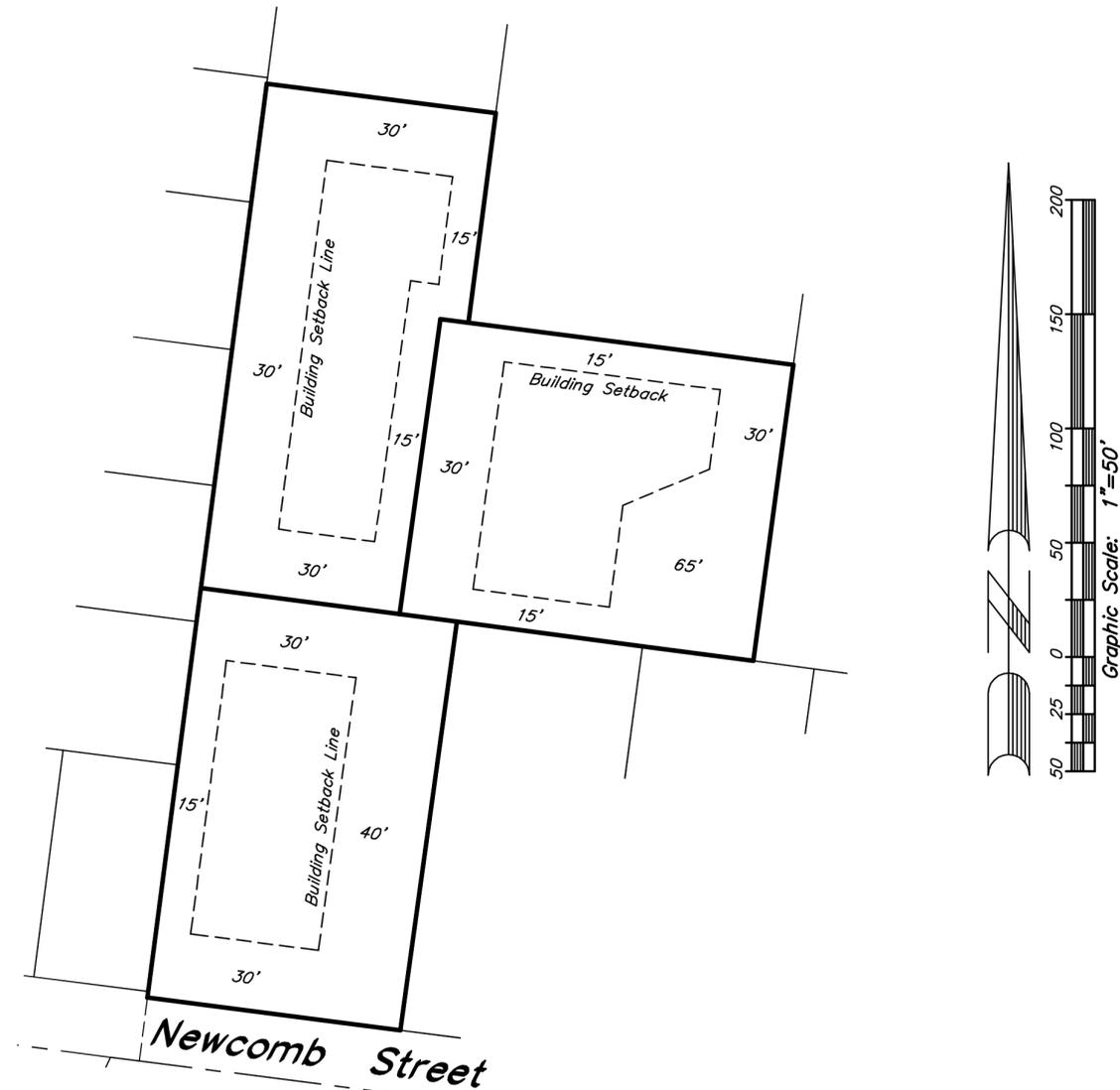
- LEGEND:**
- ⊙ Found 2" Brass Disc in standard street well monument casing per R-4
 - Found Iron Pipe, per R-4
 - Set 3/4" Iron Pipe tagged PLS 5087
 - PSDE Private Storm Drain Easement
- OR/DN Official Records/Document Number
 Distances Are Shown In Feet & Decimals Thereof
 Ties are perpendicular and/or radial, unless otherwise noted.

Basis of Bearings: S 82°36'48" E, being the bearing of the monumented centerline of "Newcomb Street" as shown on the "Map of Montclair Park" filed April 5, 1990 in Book 455 of Maps, Pages 10-13, Sonoma County Records and the "Map of Fryer Creek Village" filed December 22, 1994 in Book 532 of Maps, Pages 35-37, Sonoma County Records

Local Agency Required Information

All "Agency Required Information" is for informational purposes describing conditions as of the date of filing of this map, and is not intended to affect record title interest. Such information is derived from public records and reports, and inclusion hereon does not imply the correctness or sufficiency of those records. All such information is subject to change, alteration or variance in accordance with State, County and/or local ordinances and local agency regulations and procedures.

- 1) If historic or prehistoric artifacts or sites are observed during future grading or underground excavation, all work in the vicinity of the find shall stop until the discovery area can be evaluated by an archaeologist. Depending on the extent and cultural composition of the discovered materials, data recovery may be necessary and it may be advisable to have subsequent excavation monitored by an archaeologist who should be ready to record, recover, and/or protect significant cultural materials from further damage. Artifacts that are typically found associated with prehistoric sites include humanly modified stone, shell, bone or other cultural materials such as charcoal, ash and burned rock indicative of food procurement or processing activities. Prehistoric domestic features include hearths, firepits, or house floor depressions whereas typical mortuary features are represented by human skeletal remains. Historic resources potentially include all by-products of human land use greater than 50 years of age, including alignments of stone, foundation elements from previous structures, minor earthworks, and surface scatters and subsurface deposits of domestic type debris.
- 2) If paleontological resources are identified during grading/earth-moving activities, all work in the immediate area will cease until a qualified paleontologist has evaluated the finds in accordance with the standard guidelines established by the Society of Vertebrate Paleontology. If the paleontological resources are considered to be significant, a data recovery program will be implemented in accordance with the guidelines established by the Society of Vertebrate Paleontology.
- 3) If human remains are encountered during grading/earth-moving activities, all work shall stop in the immediate vicinity of the discovered remains and the County Coroner and a qualified archaeologist shall be notified immediately so that an evaluation can be performed. If the remains are deemed to be Native American and prehistoric, the Native American Heritage Commission shall be contacted by the Coroner so that a "Most Likely Descendant" can be designated and further recommendations regarding treatment of the remains is provided.
- 4) Prior to issuance of a building permit, including the payment of applicable fees, the following agencies must be contacted by the applicant:
 - a) Sonoma County Water Agency [for sewer connections and modifications and interceptor requirements].
 - b) Sonoma County Department of Public Health [for closure and removal of septic tanks].
 - c) Sonoma County Department of Environmental Health [for abandonment of wells].
 - d) Sonoma Valley Unified School District [for school impact fees].
- 5) A sewer clearance letter shall be provided to the City of Sonoma Building Division verifying that all applicable sewer fees have been paid prior to the issuance of any building permit. **Substantial fees may apply for new sewer connections and/or the use of additional ESD's from an existing sewer connection. The applicant is encouraged to check with the Sonoma County Water Agency immediately to determine whether such fees apply.**
- 6) All Building Department requirements shall be met in future development of the parcels, including Building Code requirements related to compliance with CALGreen standards. Building Permits shall be required.
- 7) All Fire Department requirements shall be met, including turn radius requirements for emergency vehicle access and any code modifications effective prior to the date of issuance of any building permit. Automatic fire sprinkler systems shall be provided in all residential buildings. To ensure adequate emergency vehicle access, parking shall be prohibited on both sides of the private drive and within the EVA turnaround through installation of "No Parking Fire Lane" signs, red-curbings, or other markings/measures as prescribed by the SVFRA. An approved all-weather emergency vehicle access road to within 150 feet of all portions of all structures shall be provided prior to beginning combustible construction.
- 8) All applicable stormwater requirements shall be met and implemented on site prior to final occupancy.
- 9) A Use and Maintenance Agreement shall be required and recorded with the County of Sonoma concurrently with the recording of this map, on all properties that will have use of the shared private driveway. The agreement shall specify standards to be used to maintain the private driveway, EVA turnaround, and any associated signs, red-curbings or other pavement markings.



Local Agency Required Information

City of Sonoma Parcel Map No. A-441 (Coralie Grace Subdivision)

A Division Of The Lands Of Newcomb Holdings, LLC, A California Limited Liability Company As Described By Deed Recorded May 21, 2015 Under Official Records Document Number 2015-043915, Sonoma County Records; Being A Division Of Lot Line Adjustment Parcel Two And Parcel Four Described In Lot Line Adjustment Deed Recorded July 26, 2010 Under Official Records Document Number 2010-061146, Sonoma County Records And Delineated On "Record of Survey" Recorded July 30, 2010 In Book 741 Of Maps, Page 43, Sonoma County Records; Being In In-Lots 148 & 065 Of O'Farrell's Map Of The Pueblo Of Sonoma
Sonoma County,
California

1.40 Acres ±
Total Number of Parcels: 3
Address: 226 & 230 Newcomb
Street
Date: October 2015
APN 128-131-047 & 049

adobe associates, inc.
civil engineering | land surveying | wastewater
1220 N. Dutton, Ave., Santa Rosa, Ca. 95401
P (707) 541-2300; F (707) 541-2301

Job Number 15166

sheet 3 of 3

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 CORALIE GRACE SUBDIVISION

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is made and entered into this 14th day of APRIL, 2016, by and between **Newcomb Holdings, LLC**, subdivider(s), hereinafter referred to as "Subdivider" of that certain subdivision to be known as **Coralie Grace** ("Subdivision"), and the City of Sonoma, a municipal corporation, hereinafter referred to as "City."

WHEREAS, on **September 10, 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 **10 sheets, are dated April 13, 2016, were prepared by Adobe Associate and bear a City "Approved" signature dated April 14, 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 **\$174,815**, 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 **\$174,815**, 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 **\$17,482**, 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 **\$17,482** 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:

Newcomb Holdings, LLC
P. O. Box 2101
Sonoma, CA 95476

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

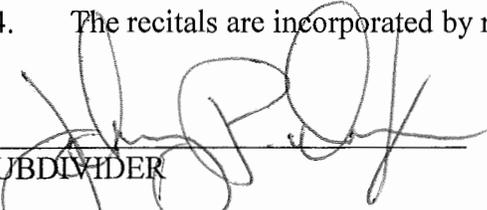
required for resolution of such dispute. If the City consents to an assignment to any third-party subdivider or developer, this Agreement shall be deemed to have been amended to provide: (1) that Successor shall be acknowledged by City to be the Subdivider hereunder; (2) that Successor shall assume all 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
 BY: John Dixon
 Title: OWNER

CITY OF SONOMA
 BY: _____
 City Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 ~~Sanoma~~ }
Santa Clara *sc*

On April 14, 2016 before me, Jada L. Chretien, Notary Public,
personally appeared

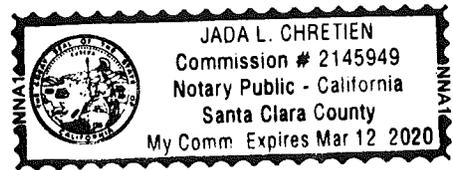
John Dixon

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 Jada L. Chretien



(Seal)



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4F

Meeting Date: 05/02/2016

Department

Public Works

Staff Contact

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

Agenda Item Title

Approve the Notice of Completion for the LED Streetlight Conversion Project completed by Tanko Street Lighting, Inc. and Direct the City Clerk to File the Document

Summary

The City Council accepted the Light Emitting Diode (LED) Streetlight Conversion Project at their meeting of April 20, 2015 and the City Manager awarded the contract to Tanko Street Lighting, Inc. The work generally consisted of replacing approximately 1,100 City owned streetlights of either high-pressure sodium or metal halide fixtures with LED fixtures. The previous fixture styles were considered outdated and inefficient by today's standards, resulting in reduced traffic/pedestrian visibility, high electric bills, and higher maintenance costs. This project was initiated to improve the light quality in the City, subsequently improving public safety. In addition, the energy savings will result in the reduction of approximately 180,000 pounds of CO2 emissions annually. At this time, all work has been completed in accordance with the contract and it is recommended that the Notice of Completion (NOC) be approved and the City Clerk directed to file the NOC at the County Recorder's Office. The final contract amount is \$374,576.76.

Recommended Council Action

It is recommended that Council approve the Notice of Completion for the LED Streetlight Conversion Project Constructed by Tanko Street Lighting, Inc. and Direct the City Clerk to File the Document.

Alternative Actions

Council discretion.

Financial Impact

The cost of this project was anticipated to be \$333,874.00, and was not to exceed \$360,000.00 in FY 2015/16. However, after Tanko Street Lighting performed an audit of all City-owned streetlights, differing site conditions were identified than what was originally budgeted for from the PG&E streetlight inventory. Therefore, additional and/or higher wattage fixtures were needed to complete the intended goals of the project. Two change orders were filed to increase the contract amount by \$40,702.76, which resulted in a revised contract total in the amount of \$374,576.76. Subsequently, a budget adjustment in the amount of \$42,000 was approved by Council during the Midyear Budget discussion at their meeting of February 17, 2016.

The City qualified for a Zero Percent (0%) loan through an On Bill Financing (OBF) program offered by PG&E in the amount of \$250,000 for a period of up to 120 months (10 years). Payment amounts are based on estimated monthly energy savings from the retrofit project. In this case, we expect the monthly energy savings to be approximately \$6,130. The project was also approved for an Interfund Loan from the Water Enterprise Fund to the Gas Tax Fund for the difference between anticipated project costs and available OBF financing from PG&E. This was documented through an Unsecured Promissory Note signed by the City Manager with payment to be made over five (5) years and an interest rate of 1.5% of the average annualized interest rate of City investments over the previous twelve (12) months. The resulting Interfund Loan is expected to be \$83,736.76 after obtaining PG&E On-Bill Financing and the PG&E incentive rebate.

Environmental Review

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

Status

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

Alignment with Council Goals:

Supports the Council's Infrastructure goal to pursue LED street lighting replacement for energy efficiency and 0% financing to reduce costs.

Attachments:

Notice of Completion – LED Streetlight Conversion Project

When recorded, return to:

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

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. On the 15th day of April, 2016, the public project known as: Light Emitting Diode (LED) Streetlight Conversion Project was completed.
2. The name and address of the party filing this Notice is:
City of Sonoma, No. 1 The Plaza, Sonoma, CA 95476
3. The name and address of the Contractor responsible for the construction of said public project is: Tanko Street Lighting, Inc., 1000 Quesada Avenue, San Francisco, CA 94124
4. The name and address of said Contractor's insurance carrier is:
McSherry & Hudson
160 West Santa Clara Street, Suite 715
San Jose, CA 95113
5. The work generally consisted of replacing approximately 1,100 City owned streetlights of either high-pressure sodium or metal halide fixtures with light emitting diode (LED) fixtures. The previous fixture styles were considered outdated and inefficient by today's standards, resulting in reduced traffic/pedestrian visibility, high electric bills, and higher maintenance costs. This project was initiated to improve the light quality in the City, subsequently improving public safety. In addition, the energy savings will result in the reduction of approximately 180,000 pounds of CO2 emissions annually.
6. The original contract amount was: \$ 333,874.00

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

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

Laurie Gallian, Mayor

Dated: _____, 2016

ATTEST: _____
City Clerk



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4G

Meeting Date: 05/02/16

Department

Planning

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Adoption 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 developed and reviewed a set of draft amendments to the Development Code pertaining to Housing Element implementation 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.

At its meeting of April 18, 2016, the City Council held a first reading of the ordinance, at which time it voted 5-0 to introduce it. The ordinance is now before the City Council for adoption.

Recommended Council Action

Adopt the ordinance.

Alternative Actions

N.A.

Financial Impact

N.A.

Environmental Review

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

Status

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

Alignment with Council Goals:

The 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
-

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 55 years or 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 6. 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 7. 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:

6. 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.



CITY OF SONOMA
City Council/Successor Agency
Agenda Item Summary

City Council Agenda Item: 5A

Meeting Date: 05/02/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Approval of the portions of the minutes of the April 18, 2016 City Council meeting pertaining to the Successor Agency.

Summary

The minutes have been prepared for Council review and approval.

Recommended Council Action

Approve the minutes.

Alternative Actions

Correct or amend the minutes prior to approval.

Financial Impact

N/A

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

See agenda item 4B for the minutes

Alignment with Council Goals: N/A

cc: NA



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7A

Meeting Date: 05/02/2016

Department

Administration

Staff Contact

Gay Johann, Assistant City Manager/City Clerk

Agenda Item Title

Discussion, consideration and possible action to endorse Measure AA, the San Francisco Bay Clean Water, Pollution Prevention, and Habitat Restoration Measure.

Summary

The People for a Clean and Healthy Bay, a coalition of environmental and business organizations as well as elected officials and community leaders, are seeking endorsements for Measure AA, the San Francisco Bay Clean Water, Pollution Prevention, and Habitat Restoration Measure. Measure AA has been placed on the June 7, 2016 ballot by the San Francisco Bay Restoration Authority after six years of public hearings and research.

Measure AA will appear on the June 7, 2016 ballot in all nine Bay Area counties, including Sonoma County. Passage of the measure will enact a \$12-per-year parcel tax that would generate \$500 million over 20 years for critical tidal marsh restoration projects around San Francisco Bay. The Authority's governing board of elected officials from throughout the Bay Area would provide and administer project grants from Measure AA funds, with input from many community members on its Advisory Committee, and oversight from an Independent Citizens Oversight Committee.

Caitlin Cornwall will make a presentation on behalf of the coalition.

Recommended Council Action

Council discretion.

Alternative Actions

1. Vote to endorse Measure AA
 2. Delay taking action until a future date
 3. Take no action
-

Financial Impact

N/A

Environmental Review

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

Status

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

Attachments:

1. Ballot Measure Summary
 2. Yes on AA flyer
 3. List of endorsements
 4. Endorsement Card
-

Alignment with Council Goals:

N/A

cc: Caitlin Cornwall via email

BALLOT MEASURE SUMMARY: San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Program.

To protect San Francisco Bay for future generations by reducing trash, pollution and harmful toxins, improving water quality, restoring habitat for fish, birds and wildlife, protecting communities from floods, and increasing shoreline public access, shall the San Francisco Bay Restoration Authority authorize a parcel tax of \$12 per year, raising approximately \$25 million annually for twenty years with independent citizen oversight, audits, and all funds staying local?

THE SAN FRANCISCO BAY CLEAN WATER, POLLUTION PREVENTION AND HABITAT RESTORATION MEASURE

The people of the San Francisco Bay Restoration Authority do ordain as follows:

Section 1. Findings and Purpose.

Over the last century, landfill and toxic pollution have had a massive impact on San Francisco Bay (sometimes referred to herein as the “Bay”). It is not too late to reverse this impact and restore the Bay for future generations. To meet that objective, in 2008, state law established the San Francisco Bay Restoration Authority (the “Authority”), to raise and allocate resources for the restoration, enhancement, protection, and enjoyment of wetlands and wildlife habitats in the San Francisco Bay and along its shoreline.

The purpose of the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure (the “Measure”) is to protect and restore San Francisco Bay to benefit future generations by reducing trash, pollution, and harmful toxins, improving water quality, restoring habitat for fish, birds, and wildlife, protecting communities from flood and increasing shoreline public access and recreational areas.

Section 2. Funding of San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Expenditure Plan.

Subject to voter approval, the Authority hereby establishes a special parcel tax (the “Special Tax”) the proceeds of which shall be used solely for the purpose of supporting the programs and priorities and other purposes set forth in this Measure. The Special Tax shall be levied at a rate of twelve dollars (\$12) per parcel within the jurisdiction of the Authority, which consists of the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma and the City and County of San Francisco (such nine counties, collectively, the “San Francisco Bay Area”). The Special Tax shall be levied annually for a total of twenty (20) years, commencing July 1, 2017 and ending June 30, 2037.

The Special Tax shall be levied on each parcel of taxable property within the San Francisco Bay Area, and shall be collected by the tax collectors of each county (including the City and County of San Francisco) in the San Francisco Bay Area (the “Tax Collectors”) at the same time as, and along with, and will be subject to the same penalties as general, *ad valorem* taxes collected by

the Tax Collectors. The Special Tax and any penalty shall bear interest at the same rate as the rate for unpaid *ad valorem* property taxes until paid. Any Special Tax levied shall become a lien upon the properties against which taxes are assessed and collectible as herein provided. The Special Tax shall appear as a separate item on the tax bill.

All property that is otherwise exempt from *ad valorem* property taxes in any year shall also be exempt from the Special Tax in such year. The Authority shall adopt procedures that set forth any clarifications and exemptions to address unique circumstances and any procedure for claimants seeking an exemption, refund, reduction or recomputation of the Special Tax.

Section 3. San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Expenditure Plan.

The revenues from the Special Tax set forth in Section 2 above shall be used solely for the purpose of supporting programs and priorities and purposes set forth in this Measure, including the following:

A. Program Descriptions

Under this Measure, the Authority may fund projects along the Bay shorelines within the Authority's jurisdiction, which consists of the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano and Sonoma and the City and County of San Francisco. The shorelines include the shorelines of San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisun Bay, and most of the Northern Contra Costa County Shoreline to the edge of the Delta Primary Zone. These projects shall advance the following programs:

1. Safe, Clean Water and Pollution Prevention Program

The purpose of this program to be funded under the Measure is to remove pollution, trash and harmful toxins from the Bay in order to provide clean water for fish, birds, wildlife, and people.

- a. Improve water quality by reducing pollution and engaging in restoration activities, protecting public health and making fish and wildlife healthier.
- b. Reduce pollution levels through shoreline cleanup and trash removal from the Bay.
- c. Restore wetlands that provide natural filters and remove pollution from the Bay's water.
- d. Clean and enhance creek outlets where they flow into the Bay.

2. Vital Fish, Bird and Wildlife Habitat Program

The purpose of this program to be funded under the Measure is to significantly improve wildlife habitat that will support and increase vital populations of fish, birds, and other wildlife in and around the Bay.

- a. Enhance the San Francisco Bay National Wildlife Refuge, shoreline parks and open space preserves, and other protected lands in and around the Bay, providing expanded and improved habitat for fish, birds and mammals.
- b. Protect and restore wetlands and other Bay and shoreline habitats to benefit wildlife, including shorebirds, waterfowl and fish.
- c. Provide for stewardship, maintenance and monitoring of habitat restoration projects in and around the Bay, to ensure their ongoing benefits to wildlife and people.

3. Integrated Flood Protection Program

The purpose of this program to be funded under the Measure is to use natural habitats to protect communities along the Bay's shoreline from the risks of severe coastal flooding caused by storms and high water levels.

- a. Provide nature-based flood protection through wetland and habitat restoration along the Bay's edge and at creek outlets that flow to the Bay.
- b. Build and/or improve flood protection levees that are a necessary part of wetland restoration activities, to protect existing shoreline communities, agriculture, and infrastructure.

4. Shoreline Public Access Program

The purpose of this program to be funded under the Measure is to enhance the quality of life of Bay Area residents, including those with disabilities, through safer and improved public access, as part of and compatible with wildlife habitat restoration projects in and around the Bay.

- a. Construct new, repair existing and/or replace deteriorating public access trails, signs, and related facilities along the shoreline and manage these public access facilities.
- b. Provide interpretive materials and special outreach events about pollution prevention, wildlife habitat, public access, and flood protection, to protect the Bay's health and encourage community engagement.

B. Additional Allocation Criteria and Community Benefits

1. The Authority shall ensure that the Measure's revenue is spent in the most efficient and effective manner, consistent with the public interest and in compliance with existing law. The Authority shall give priority to projects that:
 - a. Have the greatest positive impact on the Bay as a whole, in terms of clean water, wildlife habitat and beneficial use to Bay Area residents.
 - b. Have the greatest long-term impact on the Bay, to benefit future generations.
 - c. Provide for geographic distribution across the region and ensure that there are projects funded in each of the nine counties in the San Francisco Bay Area over the life of the Measure.
 - d. Increase impact value by leveraging state and federal resources and public/private partnerships.
 - e. Benefit economically disadvantaged communities.
 - f. Benefit the region's economy, including local workforce development, employment opportunities for Bay Area residents, and nature-based flood protection for critical infrastructure and existing shoreline communities.
 - g. Work with local organizations and businesses to engage youth and young adults and assist them in gaining skills related to natural resource protection.
 - h. Incorporate monitoring, maintenance and stewardship to develop the most efficient and effective strategies for restoration and achievement of intended benefits.
 - i. Meet the selection criteria of the Coastal Conservancy's San Francisco Bay Area Conservancy Program and are consistent with the San Francisco Bay Conservation and Development Commission's coastal management program and with the San Francisco Bay Joint Venture's implementation strategy.

2. The Authority shall ensure that 50% of the total net revenue generated during the 20-year term of the Special Tax is allocated to the four Bay Area regions, defined as the North Bay (Sonoma, Marin, Napa and Solano Counties), East Bay (Alameda and Contra Costa Counties), West Bay (City and County of San Francisco and San Mateo County) and South Bay (Santa Clara County) in proportion to each region's share of the Bay Area's population, as determined in the 2010 census, and consistent with the priorities set forth in this section. As a result, each region will receive the following minimum percentage of total net revenue generated during the 20-year term of the Special Tax: North Bay: 9%, East Bay: 18%, West Bay: 11%, South Bay: 12%. The remaining revenue shall be allocated consistent with all other provisions of this Measure.
3. The Authority shall conduct one or more public meetings annually to gain public input on selection of projects under this Measure. All actions, including decisions about selecting projects for funding, will be made by the Authority in public meetings with advance notice and with meeting materials made available in advance to the public.
4. The Authority may accumulate revenue over multiple years so that sufficient funding is available for larger and long-term projects. All interest income shall be used solely to support programs and priorities set forth in this Measure.
5. No Special Tax proceeds shall be used for campaign advocacy.
6. No more than 5% of the Special Tax proceeds generated in any given fiscal year may be used by the Authority for general government purposes in such fiscal year, including to administer the projects funded under this Measure. Any unused funds may be carried over for use in subsequent fiscal years.
7. The Authority shall have the right, power and authority to pledge Special Tax proceeds to the payment of bonds of the Authority or another public agency (including, but not limited to, a joint powers authority created pursuant to Article 1 of the Joint Exercise of Powers Act (Government Code Section 6500 et seq.)), and use Special Tax proceeds to pay debt service on such bonds and the costs of issuance related thereto.

C. Accountability and Oversight

In order to ensure accountability, transparency and public oversight of funds collected and allocated under this Measure and comply with State law, all of the following shall apply:

1. The specific purpose of the Special Tax shall be to support only programs and priorities and other purposes listed in this Measure. The Special Tax proceeds shall be applied only for specific purposes of this Measure and shall be spent only in accordance with the procedures and limitations set forth in this Measure.
2. A separate account shall be created by the Authority into which all Special Tax proceeds must be deposited. The Authority shall commission an independent annual

audit of all revenues deposited in, and all expenditures made from, the separate account and publish annual financial statements.

3. All Special Tax revenue, except as set forth in Section 3.B.6 above, shall be spent on projects for the benefit of the San Francisco Bay Area, and shall not be taken by the State.
4. The Authority shall prepare annual written reports showing (i) the amount of funds collected and expended from Special Tax proceeds and (ii) the status of any projects or programs required or authorized to be funded from the proceeds of the Special Tax, as identified above. The report shall comply with Government Code section 50075.3, be posted on the Authority's website, and be submitted to the Bay Restoration Advisory Committee, established pursuant to Government Code section 66703.7 (the "Advisory Committee"), for review and comment.
5. The Advisory Committee shall provide advice to the Authority on all aspects of its activities under this Measure to ensure maximum benefit, value, and transparency. Advisory Committee meetings will be announced in advance and will be open to the public. The responsibilities of the Advisory Committee shall include, but shall not be limited to: (a) advising the Authority about implementation of this Measure; and (b) making recommendations regarding expenditure priorities under this Measure.
6. The Authority shall appoint six members of the public to an Independent Citizens Oversight Committee that shall: (a) annually review the Authority's conformance with the Measure; (b) review the Authority's audits and expenditure and financial reports; and (c) publish an annual report of its findings, which shall be posted on the Authority's website. The six members shall include residents of the North Bay, East Bay, West Bay, and South Bay, as defined in Government Code 66703(a), who are experts in water quality, pollution reduction, habitat restoration, flood protection, improvement of public access to the Bay, or financing of these objectives. No person may serve on the Independent Citizens Oversight Committee who (a) is an elected official or government employee, or (b) has had or could have a financial interest in decisions of the Authority as defined by Government Code section 87103 and the Fair Political Practices Commission.

Section 4. Establishment of Appropriation Limit.

Pursuant to Article XIII-B of the California Constitution and section 66704.05(b)(2) of the Government Code, the appropriation limit of the Authority shall be set by the total revenues actually received by the Authority from the proceeds of the Special Tax levied in fiscal year 2017-18, as adjusted each fiscal year thereafter for the estimated change in the cost of living, population and number of parcels on which the Special Tax is levied (such estimate to be determined by the Governing Body of the Authority and be conclusive for all purposes after made). The appropriation limit may be further adjusted by any other changes that may be permitted or required by Article XIII-B of the California Constitution.

Section 5. Amendments and Severability.

- A. The Governing Board of the Authority shall be empowered to amend this Measure by majority vote of its members to further the purposes of this Measure, to conform the provisions of this Measure to applicable State law, to modify the methods of levy and collection of the Special Tax, or to assign the duties of public officials under this Measure.
- B. If any part of this Measure is held to be invalid for any reason, such decision shall not affect the remaining portions of this Measure and the voters declare that they would have passed the remainder of this Measure as if such invalid portion were not included.



By Mail or on June 7, 2016,

Vote YES on Measure AA For a Clean and Healthy San Francisco Bay

Vote YES on Measure AA for a clean and healthy San Francisco Bay! This measure is critical to restoring wetlands and protecting wildlife habitat throughout the Bay Area.

San Francisco Bay: Part of All of Our Lives

The Bay is a part of all of our lives – whether we live along the Bay; work there; walk, jog or visit parks along its shores; or simply appreciate it as we drive over a bridge. The Bay also attracts tourists, supports commercial fishing and attracts quality employers to the region – all of which help keep our economy strong.

San Francisco Bay Is Threatened

Pollution and other problems have put the health of the Bay at serious risk. Fish in the Bay are contaminated with harmful chemicals like PCBs, mercury and pesticides. More than 150 years of development, diking and filling have dramatically reduced our wetlands from over 200,000 acres to only 40,000 acres.

Protecting and Restoring Our Bay

Measure AA will restore wetlands throughout the Bay Area, which provide habitat for fish and wildlife and filter out pollutants from water to reduce toxins that threaten the ecosystem. Wetlands also act as a natural barrier against flooding.

Passing Measure AA to restore our Bay will provide urban recreational open space and increased public access to the shoreline, a resource we all cherish. This includes extending the Bay Trail and completing gaps in it.

Voting YES on AA Will:

- Reduce trash, pollution and harmful toxins in the Bay
- Improve water quality
- Restore habitat for fish, birds and wildlife
- Protect communities from floods
- Increase shoreline public access



www.PeopleforaCleanandHealthyBay.org



YES! I support Measure AA for a clean and healthy San Francisco Bay!

Add my name to your growing public list of supporters.

I will:

- Volunteer to make phone calls
- Volunteer to walk a precinct
- Donate to the campaign

Name _____

Title _____ Organization _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____



By Mail or on June 7, 2016,

Vote YES on Measure AA For a Clean and Healthy San Francisco Bay

Measure AA Is Fiscally Accountable

- All funds must stay in the Bay Area to be used only on local habitat restoration and wildlife protection projects.
- An independent citizens' oversight committee will oversee funds to ensure they are spent as promised.
- Independent audits and annual public reports will ensure transparency.
- Measure AA is a \$12 annual parcel tax that could also leverage more state and federal funds for San Francisco Bay, which now receives much less federal support for water quality improvement and restoration work than other major watersheds.
- Sonoma, Marin, Napa and Solano Counties will be guaranteed \$45 million over 20 years, with eligibility for additional funding. Sonoma County, with almost half of the North Bay's population and large number of eligible projects already in progress, is very likely to benefit from a proportional share of these dedicated funds.

The Press Democrat

OPINION
SUNDAY, MARCH 6, 2016

YES ON MEASURE AA FOR THE BAY

"We encourage a yes vote on Measure AA on June 7."

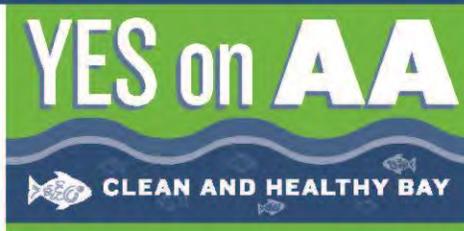
Broad Support in Sonoma County

- Environmental organizations and conservation donors like The Nature Conservancy, Audubon California, Trust for Public Land, Environmental Defense Fund, Ducks Unlimited and Sonoma Land Trust
- Key business and community groups like the North Bay Leadership Council, California Alliance for Jobs and the League of Women Voters of the Bay Area
- A large and growing list of municipal, county, state and federal policymakers and political organizations like U.S. Senator Dianne Feinstein, Congressman Jared Huffman, State Board of Equalization Member Fiona Ma, State Senator Mike McGuire, the Sonoma County Board of Supervisors and the Sonoma County Democratic Party

Passing this critical measure will ensure that our children and grandchildren inherit a clean and healthy San Francisco Bay – one that will be part of their lives the way it is part of ours. Join environmental, business and labor organizations, elected officials and community leaders and **vote YES on AA to protect San Francisco Bay** – our greatest natural treasure.

For more information, please contact PCHBVolunteersSonoma@gmail.com.





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Measure AA Public Endorsements

Honorary Co-Chairs: U.S. Senator Dianne Feinstein and Bob Fisher

REGIONAL AND STATEWIDE

Elected Officials:

U.S. Sen. Dianne Feinstein
U.S. Sen. Barbara Boxer
Gov. Jerry Brown
Lt. Gov. Gavin Newsom
Fiona Ma, Member, State Board of Equalization
State Sen. Majority Leader Bill Monning (SD 17)

Business Groups:

Bay Area Council
Bay Planning Coalition
Environmental Entrepreneurs
Outdoor Industry Association
Pacific Gas & Electric Company
San Francisco Giants
Silicon Valley Leadership Group

Labor Organizations:

North Bay Labor Council, AFL-CIO
Operating Engineers Local No. 3
South Bay Labor Council, AFL-CIO

Environmental & Public Health Organizations:

Aquarium of the Bay
Audubon California
The Bay Institute
Breathe California
California League of Conservation Voters
Citizens Committee to Complete the Refuge
Defenders of Wildlife
Ducks Unlimited
Environmental Defense Fund
Greenbelt Alliance
Natural Resources Defense Council
The Nature Conservancy

Environmental Organizations (Cont.):

Regional Parks Association
San Francisco Bay Joint Venture
San Francisco Baykeeper
Save The Bay
Sierra Club
Trout Unlimited California
Trust for Public Land
The Watershed Project

Public Agencies & Associations:

East Bay Municipal Utility District

Community Organizations & Civic Groups:

California Alliance for Jobs
California Interfaith Power & Light
League of Women Voters of the Bay Area
SPUR
TransForm

Political Organizations:

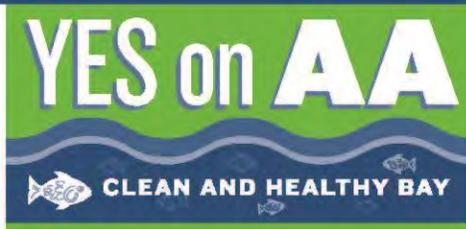
Raoul Wallenberg Jewish Democratic Club

Newspapers:

Contra Costa Times
Livermore Independent
Marin Independent Journal
Oakland Tribune
Petaluma Argus-Courier
San Francisco Chronicle
San Jose Mercury News
San Mateo Daily Journal
Santa Rosa Press Democrat
Sonoma Index-Tribune

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ALAMEDA COUNTY

U.S. Congress:

Rep. Eric Swalwell (CA-15)
Rep. Mike Honda (CA-17)

Legislature:

Sen. Loni Hancock (SD 09)
Sen. Bob Wieckowski (SD 10)
Sen. President Pro Tempore Don Perata, Ret.
Asm. Tony Thurmond (AD 15)
Asm. Rob Bonta (AD 18)
Asm. Bill Quirk (AD 20)
Asm. Dion Aroner, Ret.
Asm. Nancy Skinner, Ret., Candidate for Senate District 9
Asm. Sandre Swanson, Ret.
Asm. Mariko Yamada, Ret., Candidate for Senate District 3

Mayors:

Hon. Libby Schaaf, City of Oakland
Hon. Tom Bates, City of Berkeley
Hon. Peter Maass, City of Albany

County Supervisors:

Alameda County Board of Supervisors
Sup. Scott Haggerty (District 1)
Sup. Wilma Chan (District 3)

Local Elected Officials:

Vinnie Bacon, Councilmember, City of Fremont
Annie Campbell Washington, Vice Mayor, City of Oakland
Suzanne Lee Chan, Councilmember, City of Fremont

Local Elected Officials (Cont.):

John Coleman, Board Member, East Bay Municipal Utility District*
Cheryl Cook-Kallio, Councilmember, City of Pleasanton, Candidate for Assembly District 16
Aimee Eng, Director, Oakland Unified School District*
Abel Guillén, Councilmember, City of Oakland
Jumoke Hinton-Hodge, Director, Oakland Unified School District*
Dan Kalb, Councilmember, City of Oakland
Jody London, Director, Oakland Unified School District*
Frank Matarrese, Vice Mayor, City of Alameda
Diana Prola, Trustee, San Leandro Unified School District*
Jim Prola, Councilmember, City of San Leandro
Rebecca Saltzman, Board Member, BART*
John Sutter, Board Member, East Bay Regional Park District*
Roseann Torres, Director, Oakland Unified School District*
Susan Wengraf, Councilmember, City of Berkeley
Kriss Worthington, Councilmember, City of Berkeley

Cities, Public Agencies & Associations:

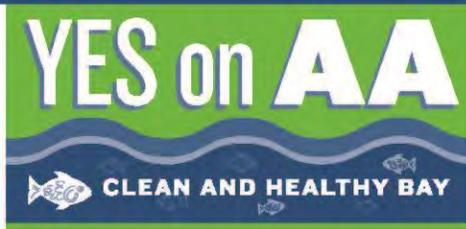
City of Alameda
East Bay Municipal Utility District
Hayward Area Shoreline Planning Agency

Business Groups:

Oakland Chamber of Commerce

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ALAMEDA COUNTY (Cont.)

Environmental Organizations:

Citizens for East Shore Parks
Friends of Five Creeks
Friends of the San Leandro Creek
Golden Gate Audubon Society
League of Conservation Voters of the East Bay
Ohlone Audubon Society

Community Organizations & Civic Groups:

Piedmont Garden Club

Political Organizations:

Alameda County Democratic Party
Berkeley Democratic Club
East Bay Young Democrats

Community Leaders:

Adria L. Angelo, Director, Dr. Herbert Guice
Christian Academy*
Michele Beasley, Executive Director, San Mateo
Parks Foundation*
Nessia Berner, Oakland
Cisco DeVries, CEO, Renew Financial*
Kate Gordon, Climate and Clean Energy
Advocate
Dr. Joanne Lafler, Retired
Margaretta Lin, Dellums Institute for Social
Justice*
Michelle Myers, Sierra Club*
Risa and Bruce Nye, Oakland
Donna Olsen, Tri-City Ecology Center*
Evelyn Stivers, East Bay League of
Conservation Voters

Community Leaders (Cont.):

R. Zachary Wasserman, Chair, San Francisco Bay
Conservation and Development Commission*
Alexander Zwissler, San Francisco Bay
Conservation and Development Commission*

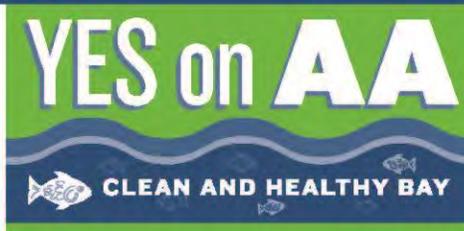
Newspapers:

Livermore *Independent*
Oakland *Tribune*

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CONTRA COSTA COUNTY

U.S. Congress:

Rep. Mark DeSaulnier (CA-11)
Rep. George Miller, Ret.

Legislature:

Sen. Steve Glazer (SD 07)
Sen. Loni Hancock (SD 09)
Asm. Tony Thurmond (AD 15)
Asm. Dion Aroner, Ret.
Asm. Nancy Skinner, Ret., Candidate for Senate
District 9
Asm. Sandre Swanson, Ret.
Asm. Mariko Yamada, Ret., Candidate for
Senate District 3

Mayors:

Hon. Greg Lyman, City of El Cerrito
Hon. Amy Worth, City of Orinda

County Supervisors:

Sup. John Gioia (District 1)

Local Elected Officials:

Linda Mayo, Board Member, Mount Diablo
Unified School District*
Jael Myrick, Councilmember, City of Richmond
Monica Wilson, Councilmember, City of Antioch

Public Agencies & Associations:

East Bay Municipal Utility District

Labor Organizations:

Contra Costa AFL-CIO Labor Council

Environmental Organizations:

Friends of Five Creeks
Golden Gate Audubon Society
John Muir Land Trust
League of Conservation Voters of the East Bay
Mount Diablo Audubon Society
The Watershed Project

Political Organizations:

Black Women Organized for Political Action
(BWOPA) – Richmond/Contra Costa
Contra Costa County Democratic Party
El Cerrito Democratic Club
Lamorinda Democratic Club

Community Leaders:

Bruce Beyaert
Ron Brown, Former Executive Director, Save
Mount Diablo*
Cheryl Cook-Kallio, Candidate for Assembly
District 16
Michael Eliot, President, Wild Birds Unlimited*
Juliana Gonzales, Executive Director, The
Watershed Project*
Ted Robertson, Wetland Biologist, Condor Country
Consulting*
Seth Stroika, Senior Staff Geologist, Terraphase
Engineering*
Vincent Vancil, Accutest Laboratories*
Tamisha Walker, Lead Organizer, Safe Return
Project*
Kristine Zeigler, The Nature Conservancy*

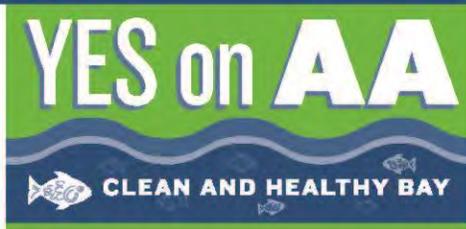
Newspapers:

Contra Costa Times

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Updated Apr. 25, 2016

MARIN COUNTY

U.S. Congress:

Rep. Jared Huffman (CA-02)

Legislature:

Sen. Mike McGuire (SD 02)

Mayors:

Hon. Claire McAuliffe, City of Belvedere

County Supervisors:

Marin County Board of Supervisors

Sup. Damon Connolly (District 1)

Sup. Katie Rice (District 2)

Sup. Kathrin Sears (District 3)

Sup. Steve Kinsey (District 4)

Sup. Judy Arnold (District 5)

Local Elected Officials:

Larry Bragman, Director, Marin Municipal Water District*

Robert Bundy, Chair, Corte Madera Flood Control Board*

Kathleen Foote, Former Mayor of Mill Valley

Rick Fraites, Board Member, North Marin Water District*

Josh Fryday, Councilmember, City of Novato

Jack Gibson, Director, Marin Municipal Water District*

Cynthia Koehler, Director, Marin Municipal Water District*

Armando Quintero, Director, Marin Municipal Water District*

Dennis Rodoni, Board Member, North Marin Water District*

Larry Russell, Director, Marin Municipal Water District*

Local Elected Officials (Cont.):

Ann Thomas, Member, Corte Madera Flood Control Board*

Wanden Treanor, Trustee, College of Marin*

Gail Wilhelm, Former Marin County Supervisor and Former Novato City Councilmember

Business Groups:

North Bay Leadership Council

Labor Organizations:

North Bay Labor Council, AFL-CIO

Environmental Organizations:

Friends of Corte Madera Creek Watershed

Marin Audubon Society

Marin Baylands Advocates

Marin Conservation League

Sustainable San Rafael

Political Organizations:

Marin Democratic Party

Community Leaders:

Nancy Bell, Sausalito

Robert Berner, Former Executive Director, Marin Agricultural Land Trust*

Julia Berner, Artisan Cheesemaker

Dave Brast, Inverness

Eva Buxton, Conservation Chair, California Native Plant Society*

Bill Carney, President, Sustainable San Rafael

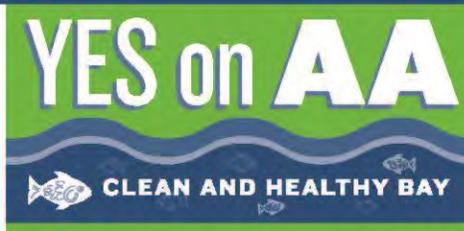
Belle Cole, San Rafael

Nora Contini, San Rafael

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Updated Apr. 25, 2016

MARIN COUNTY (Cont.)

Community Leaders (Cont.):

Nona Dennis, Marin Conservation League
Mark Dowie, Host and Executive Producer,
Talking Point Radio*
Dr. Phyllis Faber, Board Member, Marin
Agricultural Land Trust*
Mike and Sally Gale, Ranchers, Chileno Valley
Beef*
Michael Gallagher, Wells Fargo*
Patty Garbarino, President, Marin Sanitary
Service*
Dr. Corey Goodman, Prof. of Neuroscience, UC
Berkeley*, and rancher, Barinaga Ranch,
West Marin
Dominic Grossi, Rancher and President, Marin
Sonoma Fair Board of Directors*
Jana Haehl, Corte Madera
Dana Hanley, Ranger, Marin Council Boy Scouts
of America*
Dr. Bobbie Head, M.D., Ph.D., Physician, Marin
Cancer Care*
Tamara Hicks and David Jablons, Toluma
Farms & Tomales Farmstead Creamery*
Wendi Kallins, Founder and Programs
Coordinator, Marin Safe Routes to School*
David Kunhardt, CEO, SolEd Benefit Corp.*
Dr. Brian J. Lewis, Retired TPMG Physician
Stephen and Mimi Lewis, Nicasio
Marge Macris, Mill Valley
Clare McCamy and Harrison Miller, Mill Valley
Vicki Nichols, Sausalito Planning Commission*
Larry Minikes, Board of Directors, Marin
Conservation League

Community Leaders:

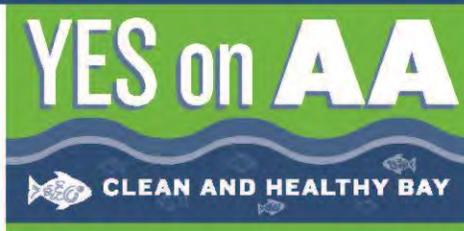
Linda Novy, Fairfax
Kate Powers, President, Marin Conservation
League
Pamela Reaves, Board of Directors, Marin
Conservation League
Susan and Tom Reinhart, Ret., Ross
John and Susan Ristow, Novato
Barbara Salzman, President, Marin Audubon
Society
Steve Silberstein, Retired Co-founder, Innovative
Interfaces, Inc.*
J. Dietrich Stroeh, First Vice President, Board of
Directors, Golden Gate Bridge Highway &
Transportation District*
Lowell W. Sykes, Vice President, Marin Audubon
Society
Mari Tambura, Candidate, Marin County
Supervisor District 4
Judy Teichman, Point Reyes Station
Jill Templeton
Julia Violich, CFO, Capay Farms*

Newspapers:

Marin Independent Journal

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Updated Apr. 25, 2016

NAPA COUNTY

Legislature:

Asm. Bill Dodd (AD 04)
Asm. Mariko Yamada, Ret., Candidate for
Senate District 3

Mayors:

Hon. Leon Garcia, City of American Canyon

County Supervisors:

Sup. Brad Wagenknecht (District 1)
Sup. Mark Luce (District 2)
Sup. Alfredo Pedroza (District 4)
Sup. Keith Caldwell (District 5)

Local Elected Officials:

Mark Joseph, Councilmember, City of
American Canyon
Kenneth Leary, Councilmember, City of
American Canyon
Mary Luros, Vice Mayor, City of Napa
Mary Anne Mancuso, Trustee, Napa Valley
Community College District*
Tony Norris, Director, Napa County Regional
Park and Open Space District*
Belia Ramos, Councilmember, City of
American Canyon
Ginny Simms, Former Napa County Supervisor
and Former Grand Jury Member

Business Groups:

North Bay Leadership Council

Labor Organizations:

Napa-Solano Central Labor Council, AFL-CIO

Environmental Organizations:

Friends of the Napa River
Napa-Solano Audubon Society
Napa Sierra Club

Community Organizations & Civic Groups:

Napa County Bicycle Coalition

Political Organizations:

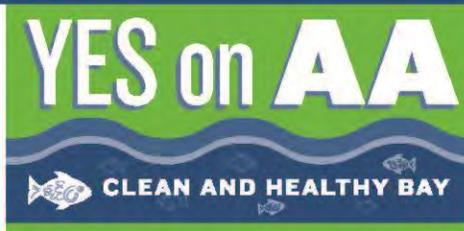
Democrats of Napa Valley
Napa County Democratic Party

Community Leaders:

Patrick Band, Executive Director, Napa County
Bicycle Coalition
Lissa Gibbs, Sacatar Foundation*
David Graves, Co-Founder, Saintsbury Winery*
Nathan Hansford, Labor Representative, SEIU
(Napa and Solano Cos.)*
Walter Perlic, President, FastSigns*
Mark Van Gorder, Pacific Gas & Electric Co.*

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Updated Apr. 25, 2016

SAN FRANCISCO CITY & COUNTY

U.S. Congress:

Rep. Nancy Pelosi (CA-12)
Rep. Jackie Speier (CA-14)

Legislature:

Sen. Mark Leno (SD 11)
Asm. David Chiu (AD 17)
Asm. Philip Ting (AD 19)

Mayors:

Hon. Edwin Lee
Hon. Art Agnos, Ret.
Hon. Willie L. Brown, Jr., Ret.

County Supervisors:

Sup. Eric Mar (District 1)
Sup. Mark Farrell (District 2)
Sup. Aaron Peskin (District 3)
Sup. Katy Tang (District 4)
Sup. London Breed (District 5)
Sup. Jane Kim (District 6)
Sup. Scott Wiener (District 8)
Sup. David Campos (District 9)
Sup. John Avalos (District 11)

Local Elected Officials:

Sandra Lee Fewer, Commissioner, San Francisco Board of Education*
Joel Ramos, Board Member, San Francisco Municipal Transportation Agency*
Alex Randolph, Trustee, San Francisco City College*

Business Groups:

Bay Area Council
San Francisco Chamber of Commerce
San Francisco Giants

Environmental Organizations:

Golden Gate Audubon Society
San Francisco League of Conservation Voters
San Francisco Parks Alliance

Political Organizations:

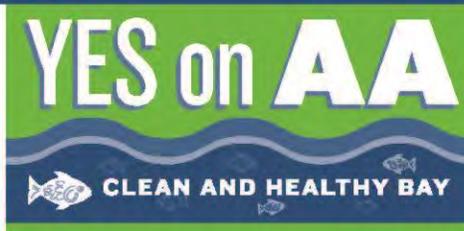
Bernal Heights Democratic Club
City Democratic Club
District 5 Democratic Club
Haight Ashbury Neighborhood Council
The Harvey Milk Club
Latino/a Young Democrats of San Francisco
Potrero Hill Democratic Club
Raoul Wallenberg Jewish Democratic Club
Richmond District Democratic Club
San Francisco Democratic Party
San Francisco Latino Democratic Club
San Francisco League of Pissed Off Voters
San Francisco Women's Political Committee

Community Leaders:

Andy Ball, Suffolk Construction*
Jessica Closson
Josh Danson
Todd David
Bob Fisher, Chairman, Gap Inc.*
Peter Gabel
Shaun Haines, Photographer
Anne Halstead, Vice-Chair, San Francisco Bay Conservation and Development Commission*
Lisa Hoyos, Director and Co-Founder, Climate Parents*
Rev. Christina Hutchins, Ph.D.
Lisa Jaicks
Laura Manion, Teacher

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SAN FRANCISCO CITY & COUNTY (Cont.)

Community Leaders (Cont.):

Gary McCoy, Aide, City and County of San Francisco*

Lenny Mendonca, Director Emeritus, McKinsey & Co.*

Barry Nelson, Western Water Strategies*

Craig Newmark, Entrepreneur

Ann Notthoff, California and Program Advocacy Director, Natural Resources Defense Council*

Alix Rosenthal, Second Vice Chair, San Francisco Democratic Central Committee

Hunter Stern, Business Representative, IBEW Local 1245*

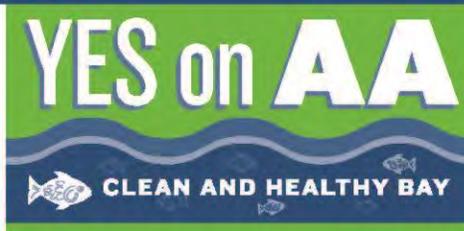
Jill Stern

Newspapers

San Francisco Chronicle

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Updated Apr. 25, 2016

SAN MATEO COUNTY

U.S. Congress:

Rep. Jackie Speier (CA-14)
Rep. Anna Eshoo (CA-18)
Rep. Pete McCloskey, Ret.

Legislature:

Sen. Mark Leno (SD 11)
Sen. Jerry Hill (SD 13)
Asm. Philip Ting (AD 19)
Asm. Kevin Mullin (AD 22)

Mayors:

Hon. Mark Addiego, City of South San Francisco
Hon. Richard Cline, City of Menlo Park
Hon. Joe Goethals, City of San Mateo
Hon. Cameron Johnson, City of San Carlos
Hon. Rick Kowalczyk, City of Half Moon Bay
Hon. Cliff Lentz, City of Brisbane
Hon. Eric Reed, City of Belmont
Hon. John Seybert, City of Redwood City

County Supervisors:

San Mateo County Board of Supervisors
Sup. Dave Pine (District 1)
Sup. Carole Groom (District 2)
Sup. Don Horsley (District 3)
Sup. Warren Slocum (District 4)
Sup. Adrienne Tissier (District 5)

Local Elected Officials:

Allan Alifano, Former Councilmember, City of Half Moon Bay
John C. Baker, Board Member, South San Francisco Unified School District*
Robert Bernardo, Commissioner, San Mateo County Harbor Commission*

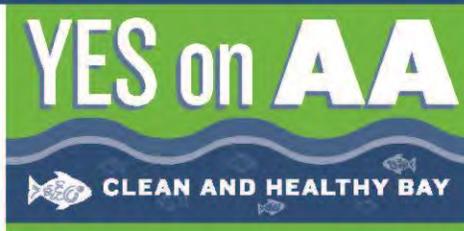
Local Elected Officials (Cont.):

Rick Bonilla, Councilmember, City of San Mateo
Sabrina Brennan, Commissioner, San Mateo County Harbor Commission*
Ron Collins, Councilmember, City of San Carlos
Nicole David, Marine Biologist and Former Member, San Mateo Co. Harbor Commission*
Cecily Harris, Board Member, Midpeninsula Regional Open Space District*
Davina Hurt, Councilmember, City of Belmont
Kirsten Keith, Mayor Pro Tem, City of Menlo Park
Doug Kim, Councilmember, City of Belmont
Clayton Koo, Board Member, Jefferson Elementary School District*
Wayne Lee, Councilmember, City of Millbrae
Manufou Liaiga-Anoa'i, Board Member, Jefferson Elementary School District*
Andrew Lie, Board Member, Jefferson Union High School District*
Warren Lieberman, Councilmember, City of Belmont
David Lim, Deputy Mayor, City of San Mateo
Lori Liu, Mayor Pro Tem, City of Brisbane
Alisa MacAvoy, Trustee, Redwood City School District*
Shelly Masur, Councilmember, City of Redwood City
Ray Mueller, Councilmember, City of Menlo Park
Farmer John Muller, Councilmember, City of Half Moon Bay
Liza Normandy, Councilmember, City of South San Francisco
Terry O'Connell, Councilmember, City of Brisbane
Diane Papan, Councilmember, City of San Mateo

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SAN MATEO COUNTY (Cont.)

Local Elected Officials (Cont.):

Dr. Kirk Riemer, Board Member, Cabrillo Unified School District*
Joe Ross, Trustee, San Mateo County Board of Education*
Deborah Ruddock, Vice Mayor, City of Half Moon Bay
Kalimah Salahuddin, Trustee, Jefferson Union High School District*
Ann Schneider, Councilwoman, City of Millbrae
Charles Stone, Vice Mayor, City of Belmont
Robert Tashjian, Trustee, Belmont-Redwood Shores School District*

Business Groups:

Joint Venture Silicon Valley
San Mateo County Economic Development Association
Silicon Valley Leadership Group

Labor Organizations:

San Mateo County Central Labor Council
South Bay Labor Council, AFL-CIO

Environmental Organizations:

Acterra
Committee for Green Foothills
Peninsula Open Space Trust
Sequoia Audubon Society

Foundations:

San Mateo County Parks Foundation
Silicon Valley Community Foundation

Political Organizations:

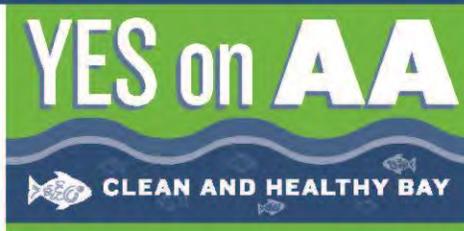
North Peninsula Democratic Club
Peninsula Democratic Coalition
Peninsula Stonewall Democrats
Peninsula Young Democrats
San Mateo County Democracy for America
San Mateo County Democratic Party
San Mateo County Latina/o Democratic Club

Community Leaders:

Jeffrey Adair, Chair, San Mateo County Democratic Central Committee
David Burruto, Former Chair, San Mateo County Democratic Central Committee
Joseph Cotchett, Former Chair, California State Parks Commission*
Jim Crampton, Redwood City
Nancy Crampton, Redwood City
Carole Dorshkind, Member, San Mateo County Democratic Central Committee
Ashleigh Evans, Member, San Mateo County Democratic Central Committee
Flavia Franco, Redwood City
Jason Galisatus, Former Member, San Mateo County LGBTQ Commission*
Shikha Hamilton, Attorney, San Mateo
Melissa Hippard, Chair, Political Committee, Sierra Club Loma Prieta Chapter*
Joshua Hugg, City of San Mateo Sustainability Commission*
Sandra Lang, Member, San Mateo County Democratic Central Committee
Ted Lempert, Children Now*

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SAN MATEO COUNTY (Cont.)

Community Leaders (Cont.):

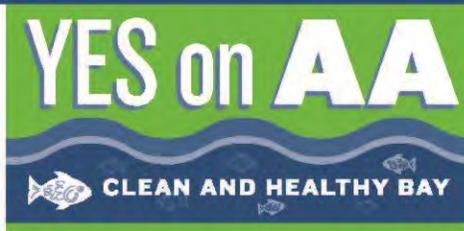
Karen Maki, Member, San Mateo County
Democratic Central Committee
Basem Manneh, Secretary, North Peninsula
Democratic Club
Suzi McKee, San Carlos
Pamela O'Leary, City of San Mateo Planning
Commission*
Susan Raye, San Mateo
Cliff Robbins, City of San Mateo Public Works
Commission*
Gail Sredanovic, Menlo Park
Glenn R. Sylvester, Retired Police Officer, San
Francisco Police Department
Nancy Yarbrough, Controller, San Mateo
County Democratic Central Committee

Newspapers:

San Mateo Daily Journal

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SANTA CLARA COUNTY

U.S. Congress:

Rep. Mike Honda (CA-17)
Rep. Anna Eshoo (CA-18)
Rep. Zoe Lofgren (CA-19)
Rep. Pete McCloskey, Ret.

Legislature:

Sen. Bob Wieckowski (SD 10)
Sen. Jerry Hill (SD 13)
Sen. Jim Beall (SD 15)
Sen. Majority Leader Bill Monning (SD 17)
Asm. Kansen Chu (AD 25)
Asm. Nora Campos (AD 27)
Asm. Evan Low (AD 28)
Asm. Mark Stone (AD 29)
Asm. Luis Alejo (AD 30)

Mayors:

Hon. Sam Liccardo, City of San Jose
Hon. Jason Baker, City of Campbell
Hon. Pat Burt, City of Palo Alto
Hon. E. Manny Cappello, City of Saratoga
Hon. Jose Esteves, City of Milpitas
Hon. Glenn Hendricks, City of Sunnyvale
Hon. Pat Showalter, City of Mountain View

County Supervisors:

Sup. Cindy Chavez (District 2)
Sup. Dave Cortese (District 3)
Sup. Ken Yeager (District 4)
Sup. Joseph Simitian (District 5)

Local Elected Officials:

Marc Berman, Councilmember, City of Palo Alto
Betsy Bechtel, Trustee, Foothill-DeAnza
Community College District*

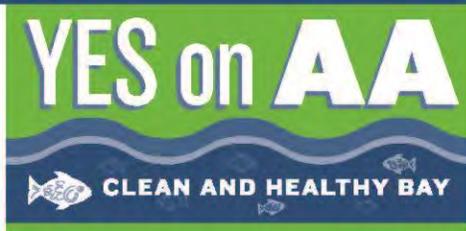
Local Elected Officials (Cont.):

Frank Biehl, Vice President, East Side High School
District Board of Trustees*
Thelma Boac, Vice President, Berryessa Union
School District Board of Trustees*
Stacey Brown, Trustee, Campbell Union High
School District*
Jeannie Bruins, Councilmember, Town of Los Altos
Larry Carr, Councilmember, City of Morgan Hill
Magdalena Carrasco, Councilmember, City of San
Jose
Dominic Caserta, Councilmember, City of Santa
Clara
Chris Clark, Councilmember, City of Mountain View
David Cohen, Trustee, Berryessa Union School
District*
Ken Colson, Director, Burbank Sanitary District*
Mark Dover, Trustee, Gavilon College*
John Gatto, Board Member, Cupertino Sanitary
District*
Debbie Giordano, Councilmember, City of Milpitas
Adrienne Grey, Board Member, West Valley-
Mission Community College*
Jim Griffith, Councilmember, City of Sunnyvale
Esau Herrera, Trustee, Alum Rock School District*
J. Manuel Herrera, Trustee, East Side Union High
School District*
Wendy Ho, Trustee, San Jose Evergreen
Community College*
Vladimir Ivanovich, Trustee, Los Altos School
District*
Marcia Jensen, Councilmember, City of Los Gatos
Charles "Chappie" Jones, Councilmember, City of
San Jose

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SANTA CLARA COUNTY (Cont.)

Local Elected Officials (Cont.):

Ash Kalra, Councilmember, City of San Jose
Mike Kasperzak, Councilmember, City of Mountain View
Alex Kennett, Director, Santa Clara County Open Space Authority*
Johnny Khamis, Councilmember, City of San Jose
Yoriko Kishimoto, President, Midpeninsula Regional Open Space District Board of Directors*
Liz Kniss, Councilmember, City of Palo Alto
Gustav Larsson, Councilmember, City of Sunnyvale
Peter Leroe-Muñoz, Councilmember, City of Gilroy
Tara Martin Milius, Councilmember, City of Sunnyvale
Karen Martinez, Trustee, Alum Rock School District*
Soma McCandless, Board Member, Cupertino Union School District*
Julia Miller, Board Member, El Camino Hospital District*
Dorsey Moore, Director, Santa Clara Valley Open Space Authority*
Reid Myers, Trustee, Sunnyvale School District*
Tam Nguyen, Councilmember, City of San Jose
Jeremy Nishihara, Trustee, Oak Grove School District*
Mary Noel, Board Member, Oak Grove School District*
Bob Nunez, Board Member, Milpitas Unified School Board, and Chair, Santa Clara County Republican Party*
Jan Pepper, Councilmember, City of Los Altos

Local Elected Officials (Cont.):

Raul Peralez, Councilmember, City of San Jose
Rob Rennie, Councilmember, City of Los Gatos
Marico Sayoc, Councilmember, City of Los Gatos
Greg Scharff, Councilmember, City of Palo Alto
Pete Siemens, Board Member, Midpeninsula Regional Open Space District*
Larry Stone, Assessor, County of Santa Clara
Leora Tanjuatco, Organizer
Omar Torres, Board Member, Franklin-McKinley School District*
Khanh Tran, Trustee, Alum Rock School District*
Gary Waldeck, Councilmember, Town of Los Altos Hills
Fiona Walter, Trustee, Mountain View-Los Altos Union High School District*
Kathy Watanabe, Councilmember, City of Santa Clara
Ellen Wheeler, Board President, Mountain View Whisman School District*
Cory Wolbach, Councilmember, City of Palo Alto
Evert Wolsheimer, Councilmember, City of Monte Sereno
Gilbert Wong, Councilmember, City of Cupertino

Public Agencies & Associations:

Cities Association of Santa Clara County

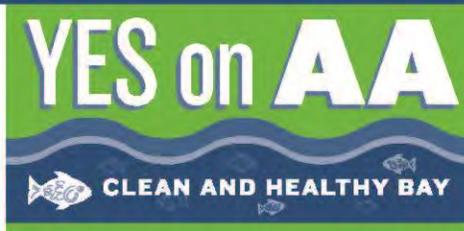
Business Groups:

Joint Venture Silicon Valley
Los Altos Chamber of Commerce
San Jose Silicon Valley Chamber of Commerce
Silicon Valley Leadership Group

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SANTA CLARA COUNTY (Cont.)

Environmental & Public Health

Organizations:

Acterra
Breathe California
Committee for Green Foothills
Friends of San Francisco Estuary
Peninsula Open Space Trust
Santa Clara County League of Conservation Voters
Santa Clara Valley Audubon Society
Sustainable Silicon Valley

Community Organizations & Civic Groups:

League of Women Voters of Southwest Santa Clara Valley
Mountain View Coalition for Sustainable Planning

Foundations:

San Jose Parks Foundation
Silicon Valley Community Foundation

Political Organizations:

Democratic Club of Sunnyvale
Santa Clara County Democratic Party
Silicon Valley Asian Pacific Democratic Club
Silicon Valley Dean Democratic Club
Silicon Valley Young Democrats

Community Leaders:

Teresa Alvarado, SPUR San Jose
Dr. Emmett Carson, President and CEO, Silicon Valley Community Foundation
Prof. Terry Christensen, San Jose State University*

Community Leaders (Cont.):

Rod Diridon, Sr., Former Santa Clara County Supervisor
Valerie Face, Palo Alto
David Ginsborg, Deputy to the Santa Clara County Assessor*
Guadalupe Gonzalez, Chair, Mayfair Neighborhood Advisory Council*
Ron Gonzales, President and CEO, Hispanic Foundation of Silicon Valley*
Hana Itani, President, League of Women Voters of Southwest Santa Clara Valley
Patricia Krackov, Lighthouse Philanthropy Advisors*
Mary Jo Levy, Palo Alto
Joseph Macaluso, Santa Clara County Superior Court*
Felicia Madsen, San Jose
Bruce Rienzo, Former Chair, Sierra Club Loma Prieta Chapter
Chris Roth, President, Willow Glen Neighborhood Association*
Eric and Wendy Schmidt, Santa Clara County

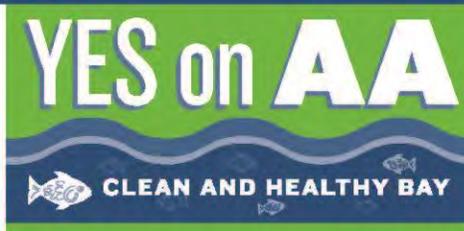
Newspapers:

San Jose Mercury News

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Updated Apr. 25, 2016

SOLANO COUNTY

Legislature:

Asm. Bill Dodd (AD 04)
Asm. Mariko Yamada, Ret., Candidate for
Senate District 3

Mayors:

Hon. Elizabeth Patterson, City of Benicia

County Supervisors:

Sup. Erin Hannigan (District 1)
Sup. Linda Seifert (District 2)

Local Elected Officials:

Ruscal Cayangyang, Vice President, Vallejo City
Unified School District*
Riita De Anda, Board Member, Travis Unified
School District*
Pippin Dew-Costa, Councilmember, City of
Vallejo
Denis Honeychurch, Board Member, Solano
Community College District*
Judi Honeychurch, Board President, Fairfield-
Suisun Unified School District*
Hazel Wilson, Trustee, Vallejo City Unified
School District*
Lori Wilson, Mayor Pro Tem, City of Suisun City
A. Marie Young, Board Member, Solano
Community College District*

Business Groups:

North Bay Leadership Council

Labor Organizations:

Napa-Solano Central Labor Council, AFL-CIO

Environmental Organizations:

Napa-Solano Audubon Society

Political Organizations:

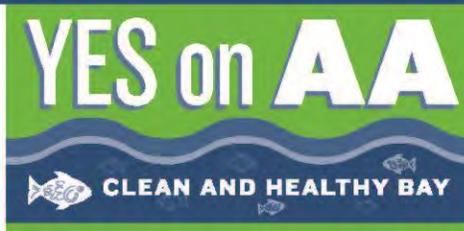
Democratic Party of Solano County

Community Leaders:

Genea Brice, Vallejo's First Poet Laureate
David Drumlin, President, United Democrats of
Southern Solano County*
Claude Grillo, Suisun Land Owner
Paula McConnell, United Democrats of Southern
Solano County*
Wendy Schackwitz, President, Napa-Solano
Audubon Society*

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SONOMA COUNTY

U.S. Congress:

Rep. Jared Huffman (CA-02)

Legislature:

Sen. Mike McGuire (SD 02)

Sen. Noreen Evans, Ret.

Asm. Bill Dodd (AD 04)

Asm. Mariko Yamada, Ret., Candidate for
Senate District 3

Mayors:

Hon. Gina Belforte, City of Rohnert Park

Hon. Laurie Gallian, City of Sonoma

Hon. David Glass, City of Petaluma

Hon. Mark Millan, Town of Windsor

County Supervisors:

Sonoma County Board of Supervisors

Sup. Susan Gorin (District 1)

Sup. Shirlee Zane (District 3)

Sup. James Gore (District 4)

Sup. Efren Carrillo (District 5)

Local Elected Officials:

Teresa Barrett, Councilmember, City of
Petaluma

Julie Combs, Councilmember, City of Santa
Rosa

Maggie Fishman, Trustee, Santa Rosa Junior
College*

Debora Fudge, Vice Mayor, Town of Windsor

Mike Healy, Councilmember, City of Petaluma

Dave King, Vice Mayor, City of Petaluma

Jake Mackenzie, Vice Mayor, City of Rohnert
Park

Local Elected Officials (Cont.):

Kathy Miller, Councilmember, City of Petaluma

Bruce Okrepkie, Councilmember, Town of Windsor

Ernesto Olivares, Councilmember, City of Santa
Rosa

Cities, Public Agencies & Associations:

City of Sebastopol

Regional Climate Protection Authority

Sonoma County Transportation Authority

Business Groups:

North Bay Leadership Council

Labor Organizations:

North Bay Labor Council, AFL-CIO

Sonoma, Mendocino, and Lake Counties Building &
Construction Trades Council

Environmental Organizations:

Laguna de Santa Rosa Foundation

Madrone Audubon Society

Paula Lane Action Network

Sonoma Birding

Sonoma County Conservation Action

Sonoma Ecology Center

Sonoma Land Trust

Sonoma Mountain Preservation

Valley of the Moon Alliance

Community Organizations & Civic Groups:

Jack London Park Partners

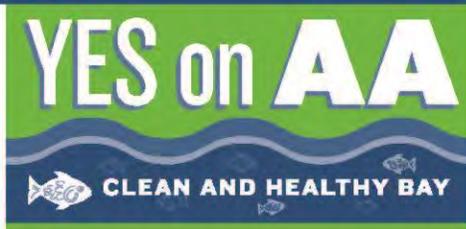
LandPaths

Santa Rosa Southeast Greenway Campaign

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SONOMA COUNTY (Cont.)

Political Organizations:

Sonoma County Democratic Party

Community Leaders:

Terry and Yale Abrams

Craig Anderson, Executive Director, LandPaths*

Lance Barlas, MD

Gordon Beebe, Board President, Madrone
Audubon Society

Ralph Benson, Former Executive Director,
Sonoma Land Trust

Mike Benziger, Vintner

John Bertucci

Jane Bender, Former Councilmember, City of
Santa Rosa

Jerry Bender

Suzanne Brangham, Leading Woman
Entrepreneur

Robert Brent, Retired Business Owner,
Sebastopol

Janis Cader-Thompson, Former
Councilmember, City of Petaluma

Grace Cheung-Schulman, Member, Santa Rosa
Southeast Greenway Campaign Committee

Clay Clement, Board Member, Sonoma Land
Trust*

Kim Clement

Karen Collins, Sonoma Valley Conservationist
of the Year, 2014

Pat Copass

Robert L. Delgado, Member, Santa Rosa
Southeast Greenway Campaign Committee
Dick Dowd, Sonoma Clean Power*

Jenny Downing, Member, Santa Rosa Southeast
Greenway Campaign Committee

Ann DuBay

Community Leaders (Cont.):

Doug and Jill Earl

Pat and Ted Eliot, Conservation Advocates

Bill Fishman

Julie Fishman, Business Owner

Neal Fishman, Former Deputy Executive Officer,
California State Coastal Conservancy

Dick and Carrie Fogg

Mike and Jill Francis

Philip Frankl, Member, Santa Rosa Southeast
Greenway Campaign Committee

Vicki Groninga, Agilent Technologies, Ret.

Mary and Dick Hafner

Peter Haywood, Vintner

Steven Hightower, Retired Entrepreneur

Hal Hinkle, Farmer

Vincent and Margo Hoagland, Members, Santa
Rosa Southeast Greenway Campaign
Committee

Lynda Hopkins, Farmer and Candidate for
Supervisor, District 5

Carolyn Johnson

Kelley Keogh and John Stithem

Dave Koehler, Executive Director, Sonoma Land
Trust

Lucy Kortum

Elizabeth Kutska, CEO, Jack London Park Partners*

Bill and Dottie Lynch

Kathleen Marsh

Jim McAdler, Member, Santa Rosa Southeast
Greenway Campaign Committee

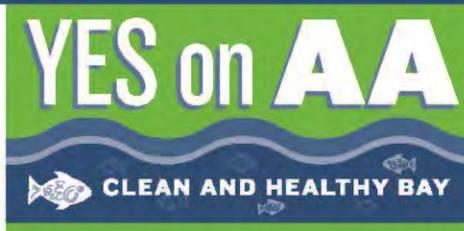
Doug McConnell, Host, "Open Road With Doug
McConnell"

Mary McEachron, COO, Buck Institute*

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SONOMA COUNTY (Cont.)

Community Leaders (Cont.):

Maureen Middlebrook, Small Business Owner
Kevin Munroe, Executive Director, Laguna de Santa Rosa Foundation*
Steve Page, President and General Manager, Sonoma Raceway*
James Pedgrift, Former Councilmember, City of Santa Rosa
Richard Pearson, Accountant
David Petritz, Member, Santa Rosa Southeast Greenway Campaign Committee
Ira Piotrokowski, Attorney
Rhoann Ponseti and Stefan Jonson
N. Alan Proulx, Member, Santa Rosa Southeast Greenway Campaign Committee
Steve Rabinowitsh, Former Councilmember, City of Santa Rosa
Shaun Ralston
Debbie Reid, Medical Administrator
Harry and Dee Richardson
Margaret Salenger, Former Board Member, Sonoma Land Trust
Allison Sanford, Board Member, Sonoma Land Trust*
Jean Schulz
Anne Teller
Rick Theis
Peter Van Alyea, President, Redwood Oil Co., Inc.*
Bart and Lynn Weitzenberg, Attorney and Teacher, Ret.
Loretta Zweig, MD

Newspapers:

Petaluma Argus-Courier
Santa Rosa Press Democrat
Sonoma Index-Tribune

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YES! I Support Measure AA for a Clean and Healthy Bay!

I will:

Endorse the measure – You may use my name publicly as a supporter Volunteer to help pass the measure

Signature _____

Name _____

Title* _____ Organization* _____

Email _____ Phone _____

Address _____

City _____ State _____ Zip _____

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YES! I Support Measure AA for a Clean and Healthy Bay!

I will:

Endorse the measure – You may use my name publicly as a supporter Volunteer to help pass the measure

Signature _____

Name _____

Title* _____ Organization* _____

Email _____ Phone _____

Address _____

City _____ State _____ Zip _____

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CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7B

Meeting Date: 05/02/2016

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director / City Engineer

Agenda Item Title

Discussion, consideration and possible action to Approve a Resolution for a Pass-Through Water Rate Adjustment of the Sonoma County Water Agency's Wholesale Water Rate Increase for Fiscal Year 2016-2017.

Summary

Under the Sonoma County Water Agency (SCWA) Water Transmission Budget, Sonoma City wholesale water rates are expecting to see a 6.94% increase in the Sonoma Valley Aqueduct rate for Fiscal Year 2016-2017.

SCWA saw a 20% decrease in water deliveries for FY 15/16, due to drought conservation, which would normally translate into a rate increase of 20%. Through grants on capital projects, bond proceeds, and refinancing older bonds, the SCWA rate increase was brought down to a 6.94% increase for the Sonoma Valley Aqueduct.

State law (Government Code 53756) provides for water agencies to implement a pass-through rate adjustments for changes in wholesale water costs. The City's 2014 rate study included estimated annual wholesale water costs adjustments at 4% per year. Since the SCWA 6.94% wholesale rate increase is higher than the City's 4% wholesale rate assumption, then the State law allows for the City to pass-through the difference (2.94%) by resolution with a 30 day notice. When the wholesale rate increase is factored into the City's water rate model, the resulting rate increase to customers is 0.8%. Notice of this modest rate increase will be sent to customers in an upcoming water billing.

Recommended Council Action

Approve resolution.

Alternative Actions

Council discretion.

Financial Impact

The pass-through of the SCWA wholesale rate increase will result in a very modest 0.8% rate increase for City water customers, and will enhance the water fund's financial stability.

Environmental Review

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

Status

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

Attachments:

Draft Resolution
Supplemental Report

Alignment with Council Goals:

Supports the City Fiscal Management and Water Goals, to implement fiscal strategies that ensure sustainability of the City's financial position and address the financial impacts of drought conditions.

cc:

CITY OF SONOMA

RESOLUTION NO. __ - 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA
ADOPTING A WATER SERVICE RATE ADJUSTMENT FOR PASS THROUGH
WHOLESALE WATER CHARGES FROM THE SONOMA COUNTY WATER
AGENCY FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Sonoma (“City”) water system is operated as a self-supporting utility enterprise; and

WHEREAS, the water service rates currently applied to City customers were last updated in January 2015 by Resolution No. 56-2014, adopted by the City Council on November 17, 2014; and

WHEREAS, the City entered into a Restructured Agreement for Water Supply with the Sonoma County Water Agency (“Agency”) to provide a water supply, to provide improvements and enhancements for the sustainable use of the Russian River Project water, and to encourage the development of local supply projects, as well as other purposes; and

WHEREAS, on September 30, 2008 the Governor signed Assembly Bill 3030 (“AB 3030”) adding Section 53756 to the Government Code and authorizing local agencies to adopt a schedule and formula for automatic adjustments to water rates that pass through the increases in wholesale costs for water; and

WHEREAS, the rates and charges applicable to the District from the Agency are wholesale costs of water supply; and

WHEREAS, the Agency Board of Directors approved the Fiscal Year 2016-2017 budget on April 19, 2016 which included a 6.94% wholesale water rate increase for the Sonoma Aqueduct; and

WHEREAS, the Agency wholesale water rate increase was driven by a 20 percent decrease in wholesale water deliveries during Fiscal Year 2015-2016; and

WHEREAS, the City will mail a notice of water fee adjustment to each property owner or customer in their water bill, describing the water fee adjustment.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sonoma that the Agency’s 6.94% wholesale water rate increase for Fiscal Year 2016-2017 be passed through to City water rates, resulting in a 0.8% increase in the volumetric consumption portion of City water rates, as reflected on Exhibit A; and

BE IT RESOLVED FURTHER RESOLVED, the water rate increase shall take effect on July 1, 2016.

ADOPTED this ____ day of _____, 2016 by the following vote:

AYES:

NOES:

ABSENT:

Laurie Gallian, Mayor

ATTEST:

Gay Johann
Assistant City Manager/City Clerk

EXHIBIT A

Water Rates		Current Rates	Rates Effective for Usage After July 1, 2016
Meter Size		Fixed Rate / Monthly Service Charge	Fixed Rate / Monthly Service Charge
5/8" or 3/4"		17.33	17.46
5/8", 3/4" or 1"		17.33	17.46
1 1/2"		26.43	26.64
2"		33.03	33.30
3"		49.55	49.94
4"		82.58	83.24
5"		60.83	61.32
6"		132.24	133.29
Fire Line Meter Size			
2"		\$ 5.95	\$ 6.00
4"		\$ 11.89	\$ 11.99
6"		\$ 23.78	\$ 23.97
8"		\$ 35.68	\$ 35.97
10"		\$ 47.57	\$ 47.95
Water Use Charge for amount of water used in 1,000 gallons per Unit (1,000 = 1 unit)			
Residential Conservation Tiers and Rates - Amount of Monthly Water Use in units			
1	1-6 thousand gallons	3.73	3.76
2	7 – 12 thousand gallons	6.55	6.59
3	13 - 18 thousand gallons	7.35	7.40
4	19+ thousand gallons	10.62	10.70
Multi-Family Conservation Tiers and Rates - Amount of Monthly Water Use in units			
1	1 - 26 thousand gallons	4.04	4.07
2	27 - 78 thousand gallons	4.61	4.65
3	79+ thousand gallons	4.85	4.89
Commercial Conservation Tiers and Rates - Amount of Monthly Water Use in units			
1	1 - 25 thousand gallons	5.68	5.72
2	26 - 61 thousand gallons	5.98	6.02
3	62+ thousand gallons	6.53	6.58
Municipal	Per thousand gallon	5.43	5.47
Irrigation	Per thousand gallon	7.17	7.22
Fire & Hydrant	Per thousand gallon	7.17	7.22
Annual Change in Rates and Extraordinary Costs			
Surcharge for Rate Changes in Wholesale Water	Annual adjustment to Water Use rates for changes in wholesale water costs due to other agency rate changes in excess of projected changes in adopted rate study.		
Outside City Rate	For all accounts outside of the City of Sonoma city limits - 15% added to all Service and Water Use rates listed above.		

SUPPLEMENTAL REPORT

Approving a Resolution for a Pass-Through Water Rate Adjustment of the Sonoma County Water Agency's Wholesale Water Rate Increase for Fiscal Year 2016-2017

For the City Council Meeting of May 02, 2016

On April 19, 2016 the Sonoma County Water Agency (SCWA) Board of Directors approved the Fiscal Year 2016-2017 Water Transmission Budget. The City's wholesale water rates are expecting to see a 6.94% increase in the Sonoma Aqueduct rate for Fiscal Year 2016-2017.

SCWA saw a 20% decrease in water deliveries for FY 15/16, due to drought conservation, which would normally translate into a rate increase of 20%. Through grants on capital projects, bond proceeds, and refinancing older bonds, the SCWA rate increase was brought down to a 6.94% increase for Sonoma Valley. The chart below shows a breakdown of the SCWA rate increase.

Charge / Aqueduct	Santa Rosa	Petaluma	Sonoma
Deliveries (Acre-Feet)	40,524	40,524	40,524
O&M	\$547.42	\$547.42	\$547.42
Water Management Planning	\$3.04	\$3.04	\$3.04
Watershed Planning & Restoration	\$82.67	\$82.67	\$82.67
Recycled Water and Local Supply	\$16.41	\$16.41	\$16.41
Water Conservation	\$41.93	\$41.93	\$41.93
Total O&M	\$691.47	\$691.47	\$691.47
Storage & Common Bond/Loan Charges	\$95.62	\$95.62	\$95.62
Sonoma Aqueduct Bond/Loan Charge			\$75.53
Prime Contractors	\$787.09	\$787.09	\$862.62
<u>Discretionary Charges</u>			
Capital Charges - to build fund balance for future projects	\$19.50	\$19.50	\$32.00
Local Recycled Water Tier 2 Program	\$0.00	\$0.00	\$0.00
Prime Contractors	\$19.50	\$19.50	\$32.00
Total Prime Contractors	\$806.59	\$806.59	\$894.62
Total Overall Increase:	5.98%	5.98%	6.94%

The Sonoma Aqueduct rate increase of 6.94% is higher than the Santa Rosa and Petaluma Aqueduct increases of 5.98%, due to larger contributions for Capital Charges, building the fund balance for projects such as the Sonoma Booster Station Improvement Project. The current Capital fund balance for the Sonoma Valley Aqueduct is hovering near zero.

State law (Government Code 53756) provides for water agencies to implement a pass-through rate for changes in wholesale water costs. The City's 2014 rate study included estimated annual wholesale water costs changes at 4% per year. Since the SCWA 6.94% wholesale rate increase is higher than the City's

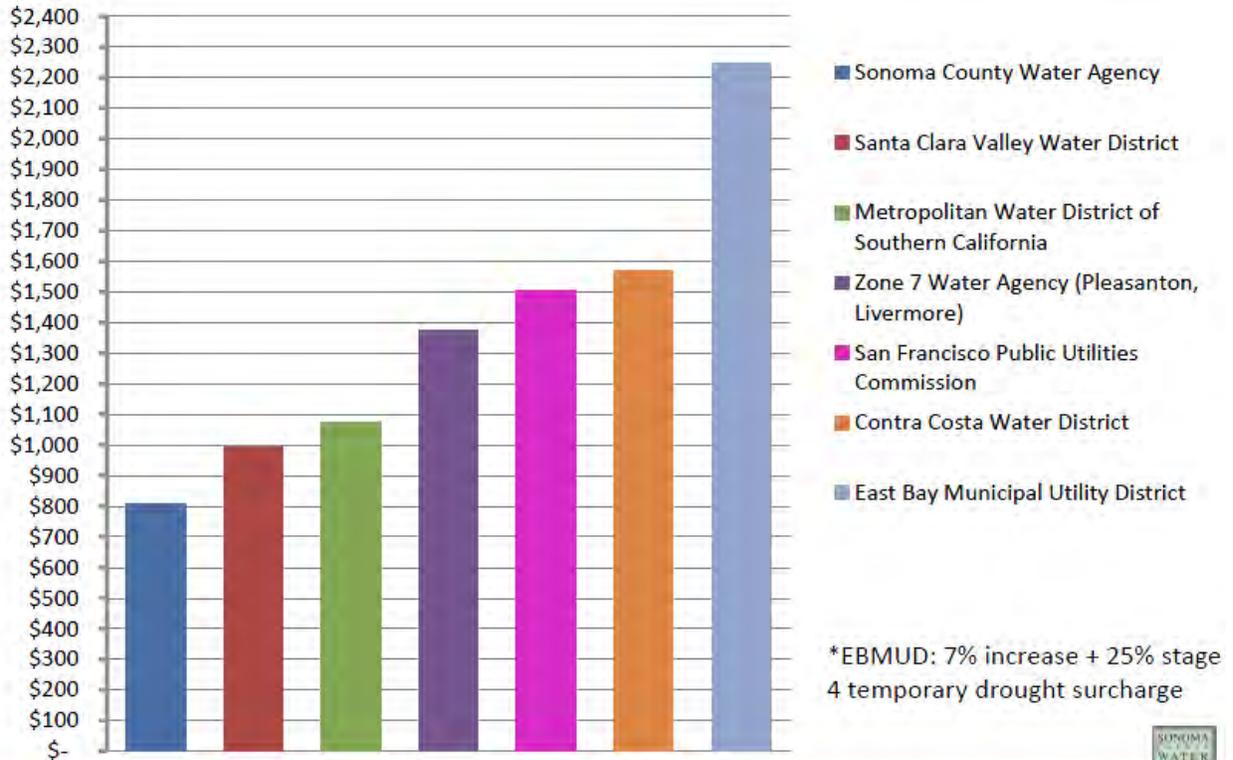
4% rate assumption, then the State law allows for the City to pass-through the difference by resolution with a 30 day notice, if it is determined that changes are needed.

The difference between the SCWA 6.94% wholesale rate increase and the City's water rate model assumption of 4.0% is 2.94%. There are other operations and maintenance costs that are included in the water rate calculation of the City water rate schedule other than the cost of water. Therefore, when the 2.94% wholesale rate differential is factored into the City water rate model, the actual City water rate increase is 0.8%.

The resulting change in City water rates is noted in the table below.

Water Rates		Current Rates	Rates Effective for Usage After July 1, 2016
Meter Size	Fixed Rate / Monthly Service Charge	Fixed Rate / Monthly Service Charge	
5/8" or 3/4"	17.33	17.46	
5/8", 3/4" or 1"	17.33	17.46	
1 1/2"	26.43	26.64	
2"	33.03	33.30	
3"	49.55	49.94	
4"	82.58	83.24	
5"	60.83	61.32	
6"	132.24	133.29	
Fire Line Meter Size			
2"	\$ 5.95	\$ 6.00	
4"	\$ 11.89	\$ 11.99	
6"	\$ 23.78	\$ 23.97	
8"	\$ 35.68	\$ 35.97	
10"	\$ 47.57	\$ 47.95	
Water Use Charge for amount of water used in 1,000 gallons per Unit (1,000 = 1 unit)			
Residential Conservation Tiers and Rates - Amount of Monthly Water Use in units			
1	1-6 thousand gallons	3.73	3.76
2	7 - 12 thousand gallons	6.55	6.59
3	13 - 18 thousand gallons	7.35	7.40
4	19+ thousand gallons	10.62	10.70
Multi-Family Conservation Tiers and Rates - Amount of Monthly Water Use in units			
1	1 - 26 thousand gallons	4.04	4.07
2	27 - 78 thousand gallons	4.61	4.65
3	79+ thousand gallons	4.85	4.89
Commercial Conservation Tiers and Rates - Amount of Monthly Water Use in units			
1	1 - 25 thousand gallons	5.68	5.72
2	26 - 61 thousand gallons	5.98	6.02
3	62+ thousand gallons	6.53	6.58
Municipal	Per thousand gallon	5.43	5.47
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The SCWA water transmission rate increase is less than a third of other Bay Area water agencies who are seeking 20 to 30 percent or more in water rate hikes. See the chart below showing SCWA water wholesale rates compared to other Bay Area water agencies.





CITY OF SONOMA
 City Council
 Agenda Item Summary

Agenda Item:	9
Meeting Date:	05/02/2016

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

Councilmembers' Reports on Committee Activities.

Summary

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

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

Recommended Council Action – Receive Reports

Attachments: None