

**SPECIAL AND REGULAR MEETING 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, November 21, 2016
5:30 p.m. Special Closed Session Meeting
6:00 p.m. Regular Meeting**

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

AMENDED AGENDA

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

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

1. CALL TO ORDER

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

2. CLOSED SESSION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR– PURSUANT TO GOVERNMENT CODE SECTION 54956.8

PROPERTY:	Sebastiani Theater
AGENCY NEGOTIATION:	City Manager, City Attorney
NEGOTIATING PARTIES:	City of Sonoma and Sebastiani Building Investors, Inc.
UNDER NEGOTIATION:	Price and Terms of Payment

6:00 P.M. – REGULAR MEETING

RECONVENE, CALL TO ORDER & PLEDGE OF ALLEGIANCE

ROLL CALL (Agrimonti, Edwards, Hundley, Cook, Gallian)

REPORT ON CLOSED SESSION

1. COMMENTS FROM THE PUBLIC

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

2. MEETING DEDICATIONS

3. PRESENTATIONS

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:** **Consideration and Possible Action to Approve Updates to City’s Personnel Classification Plan for all Positions in City Service (City Manager)**
Staff Recommendation: Approve updated Personnel Classification Plan
- Item 4C:** **Approve the Notice of Completion for the 2016 Street Rehabilitation Project No. 1502 Constructed by Argonaut Constructors and Direct the City Clerk to File the Document (Public Works Director/City Engineer)**
Staff Recommendation: Approve the Notice of Completion for the 2016 Street Rehabilitation Project No. 1502 constructed by Argonaut Constructors and direct the City Clerk to file the document.
- Item 4D:** **Approve the Notice of Completion for the 2016 Citywide Slurry Seal Project No. 1601 Constructed by VSS International, Inc. and Direct the City Clerk to File the Document (Public Works Director/City Engineer)**
Staff Recommendation: Approve the Notice of Completion for the 2016 Citywide Slurry Seal Project No. 1601 constructed by VSS International, Inc. and direct the City Clerk to file the document.
- Item 4E:** **Adopt Resolution Approving Program Supplement Agreement No. 0P07 to Administering Agency-State Master Agreement No. 00504S between the City of Sonoma and the State of California related to the Reimbursement of \$72,000 in State funding for the Systemic Safety Analysis Report Program (Public Works Director/City Engineer)**
Staff Recommendation: Adopt Resolution
- Item 4F:** **Approval of the Minutes of the Regular City Council Meeting of November 7, 2016 (City Clerk)**
Staff Recommendation: Approve the Minutes
- Item 4G:** **Approval of a Waiver of Commission Attendance Rules for Planning Commissioner Michael Coleman (Planning Director)**
Staff Recommendation: Approve waiver.

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

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

6. PUBLIC HEARING

- Item 6A:** **Discussion, Consideration and Possible Action to: (1) Adopt Ordinance Extending Interim Moratorium Ordinance on the Approval of Applications for Vacation Rentals; (2) Make Findings that Said Extension is Exempt Under CEQA Guidelines Section 15060(a)(2), Among Others; and (3) Approve Report Specifying Measures Taken to Alleviate the Conditions which led to the Adoption of the Moratorium (Planning Director)**
Staff Recommendation: Adopt the attached extension of the interim moratorium ordinance on new applications for vacation rentals.

7. REGULAR CALENDAR – CITY COUNCIL

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

- Item 7A:** **Consideration, Discussion, and Possible Action to Adopt a Resolution Approving an Application by Destination Races for temporary use of City streets for the Napa to Sonoma Wine Country Half Marathon on Sunday, July 16, 2017 (Special Events Manager)**
Staff Recommendation: Adopt the resolution approving the use of city streets, which includes the conditions recommended by the Special Events Committee members, including Police, Fire, Public Works and Planning Departments.
- Item 7B:** **Discussion, consideration and possible action on establishing a Safe Parking program on the Police Station property, including consideration of a Memorandum of Understanding (MOU) with Sonoma Overnight Support for program management. (Planning Director)**
Staff Recommendation: Authorize the City Manager to execute the MOU.
- Item 7C:** **Consideration, Discussion, and Possible Action on the Approval of a 25-Year Lease for the Sebastiani Theater and Related Documents (City Attorney)**
Staff Recommendation: Adopt the attached Resolution Approving (1) the Standard Industrial Commercial Multi-Tenant Lease-Net; (2) the Addendum thereto; (3) the Right of First Refusal Agreement Between the City, the Sebastiani Theater Foundation and the Sebastiani Building Investors, Inc.; (4) the Indemnification and Reimbursement Agreement Between the City and the Sebastiani Theater Foundation; and (5) the Sublease Between the City and the Sebastiani Theater Foundation and Make Findings that said actions are exempt from CEQA under CEQA Guidelines Section 15301.
- Item 7D:** **Consideration, Discussion, and Possible Action to Approve a Resolution Adopting Local Climate Action Measures as Referenced in the Climate Action 2020 Plan and Make Findings that they are Categorically Exempt from Environmental Review Pursuant to Section 15308 of Title 14 of the California Code of Regulations (City Manager)**
Staff Recommendation: By resolution, adopt all 22 Climate Action Measures as detailed in the Climate Action 2020 Plan and authorize staff to move forward with implementation of measures including options for enlisting outside support staff.
- Item 7E:** **Discussion, Consideration, and Possible Action on Changes to the Regulation of Vacation Rentals (Planning Director)**
Staff Recommendation: Provide direction to staff as to any changes the City Council wishes to make in the regulation of vacation rentals.

Item 7F: Discussion, Consideration, and Possible Action to Approve an Employment Agreement between the City of Sonoma and Cathy Capriola as City Manager (City Manager)

Staff Recommendation: By motion, confirm the recommendation of the Council sub-committee and authorize the Mayor to sign the employment agreement with Cathy Capriola.

Item 7G: Discussion, Consideration and Possible Action to Approve Change in Council Meeting Dates for the Months of December 2016 and January 2017

Staff Recommendation: Council discretion

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

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

9. COUNCILMEMBERS' REPORTS AND COMMENTS

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

11. COMMENTS FROM THE PUBLIC

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 November 17, 2016. Rebekah Barr, MMC, City Clerk/Executive Assistant.

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: 4B

Meeting Date: 11/21/2016

Department Administration	Staff Contact Carol E. Giovanatto, City Manager
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Agenda Item Title

Consideration and Possible Action to Approve Updates to City's Personnel Classification Plan For all Positions in City Service

Summary

In 2014, the City finalized labor negotiations with the Sonoma Employee's Association represented by SEIU, and the Management Employee Unit which resulted in labor agreements for both groups for the period January 1, 2015 through June 30, 2017. As a component of these agreements, the City agreed to do a comprehensive review of all City job descriptions. This process had not been done since the early 1990's and City job descriptions were potentially out of compliance with current personnel laws and regulations.

Through a Request for Qualification process, the City engaged personnel consultant Jean Sullivan of Bryce Consulting to assist staff with the review and to make recommendations to better align the job classifications with the work performed.

Recommended Council Action

Approve updated Personnel Classification Plan

Alternative Actions

Request additional information. If changes are requested, employee bargaining groups must be consulted before approval.

Financial Impact

No fiscal impact due to classification changes.

Environmental Review

Status

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

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

City Job Descriptions.
Salary Schedule with Updated Titles

Alignment with Council Goals:

Although not directly aligned, the update of the job descriptions creates a more efficient organization for personnel management.

Compliance with Climate 2020 Action Plan Target Goals:

cc:

Supplemental Report

Consideration and Possible Action to Approve Updates to City's Personnel Classification Plan For all Positions in City Service

For the Council Meeting of November 21, 2016

In 2014, the City finalized labor negotiations with the Sonoma Employee's Association, represented by SEIU, and the Management Employee Unit which resulted in labor agreements for both groups for the period January 1, 2015 through June 30, 2017. As a component of these agreements, the City agreed to do a comprehensive review of all City job descriptions. This process had not been done since the early 1990's and City job descriptions were potentially out of compliance with current personnel laws and regulations.

Through a Request for Qualification process, the City engaged personnel consultant Jean Sullivan of Bryce Consulting to assist staff with the review and to make recommendations to better align the job classifications with the work performed. The study also resulted in creating a more structured classification ladder for future organizational management. Employees within the specific job classifications were utilized throughout the process, submitting input and feedback on recommended updates. Each employee was interviewed prior to initiating the project. The final job classifications have been submitted to SEIU as required under employee bargaining laws (Meyers Miliias Brown Act) and have received concurrence.

No major changes have been made to the substance of the positions. Updates primarily include general workplace conditions, licenses and certifications requirements or supervisory assignments. Title changes are recommended to 6 positions as follows:

Existing Classification Title	Proposed Classification Title
Maintenance Worker III	Senior Maintenance Worker
Maintenance Worker III-Foreman	Public Work Supervisor
Stormwater Compliance Specialist	Environmental Compliance Analyst
Assistant City Manager	Deputy City Manager
City Clerk/Assistant to the City Manager	City Clerk/Executive Assistant
Public Works Administrative Manager	Public Works Project Manager

The updated classification plan is based on the current and future needs of the City. Any former references to duties of incumbent employees have been removed. Changes to the Classification Plan do not affect salaries or benefits for any position. This comprehensive review of all job classification should serve the City well into the future. Staff will maintain a schedule from this point forward for internal review of job classifications on a 5-year cycle.

ACCOUNTANT

DEFINITION

To perform professional accounting work in the development and maintenance of the financial systems and records of the City; to prepare and analyze financial statements; and to provide professional level support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level professional Accountant class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Finance Director.

May provide technical and functional supervision of technical and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Review and analyze financial records for completeness and accuracy.

Create new or review established financial systems, processes and procedures.

Provide direction and training to technical staff.

Maintain capital asset records.

Oversee general ledger activities; prepare journal entries, trial balances, fiscal and statistical reports.

Prepare monthly bank reconciliations.

Provide support to the accounts receivable and payroll functions, business license processing, and utility billing function.

Assist in the preparation of the City's annual budget, Comprehensive Annual Financial Report (CAFR), fee study updates, and long term forecasting models.

Analyze expenses and forecast expenditures; participate in the mid-year budget review.

Provide technical assistance to outside auditors in their annual review of accounting records.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of general and municipal accounting.

Principles and practices of cost accounting, budget accounting and auditing.

Financial control systems and methodology.

Pertinent local, state, and federal laws, ordinances, rules and regulations.

Automated financial information systems including spreadsheet applications.

Ability to:

Perform professional level accounting functions in support of the City's financial systems.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Prepare clear and accurate financial statements and reports.

Develop and implement financial systems, processes and procedures.

Understand and use an automated accounting system.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible accounting, finance, or budget administration experience.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in accounting, finance, public administration or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license as required by the position.

ACCOUNTING TECHNICIAN

DEFINITION

To perform a variety of complex and technical accounting functions in one or more assigned areas, including payroll, utility billing, accounts payable, accounts receivable, business licenses, and/or cash entries and deposits; to maintain related records; and to provide technical support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level technical Accounting Technician class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from an assigned supervisor.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Perform specialized and detailed technical work in the preparation, reviewing and processing of financial records and other related documents such as payroll, utility billing, accounts payable, accounts receivable, business licenses, and/or cash entries and deposits.

Review various documents and reports related to area of assignment such as payroll, utility billing, accounts payable, accounts receivable, business licenses, and/or cash entries and deposits for accuracy, completeness and compliance with departmental policies, laws and other regulations.

Compile, research, and prepare a variety of periodic and special reports related to area of assignment such as payroll, utility billing, accounts payable, accounts receivable, business licenses, and/or cash entries and deposits.

Maintain records, databases and files relative to area of assignment such as payroll, utility billing, accounts payable, accounts receivable, business licenses, and/or cash entries and deposits.

Calculate and reconcile fees, assessments, invoices and other payments.

Receive and count cash; balance cash drawer.

Review and reconcile bank statements, timesheets, invoices and payments; make correcting adjustments as appropriate.

Process and oversee billing statements; coordinate billing processes with other departments; prepare letters for delinquent accounts.

May perform simple journal entries.

Coordinate and communicate with outside state and federal agencies, and/or outside vendors.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices and theories of financial accounting.

Recordkeeping requirements.

Pertinent local, state and federal laws, rules, regulations and requirements.

Methods and techniques of cash handling and reconciliation.

Modern office equipment, including computers and software applications related to assignment.

Business mathematics.

English usage, spelling, grammar and punctuation.

Ability to:

Perform complex and specialized technical accounting work related to an assigned areas of City financial functions such as payroll, utility billing, accounts payable, accounts receivable, business licenses, and/or cash entries and deposits.

Intermittently, review and evaluate documents related to department operations; observe, identify and problem solve office operations and procedures; understand, interpret and explain department policies and procedures; explain operations and problem solve issues for the public and with staff.

On a continuous basis, sit at desk for long periods of time or stand at public counter; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Maintain detailed and accurate records.

Perform independent research in carrying out administrative and technical duties as assigned.

Perform computational tasks and other technical functions with speed and accuracy.

Compile and reconcile numerical and financial data.

Develop and implement various data collection, reporting and filing systems.

Receive and reconcile cash according to prescribed cash handling procedures.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible experience in payroll processing, financial accounting, or utility billing.

Training:

Equivalent to an Associate's degree from an accredited college with major course work in finance, accounting or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license as required by the position.

ADMINISTRATIVE ASSISTANT

DEFINITION

To perform responsible administrative and clerical duties in support of a City department or division; to provide administrative support to assigned projects or programs; and to provide information and respond to questions from the public.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level Administrative Assistant class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from an assigned department manager.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Perform a wide variety of complex administrative support functions related to department or division operations, programs and services; perform routine and special administrative projects for management staff.

Provide information to the public in response to questions or requests; explain policies and procedures; may receive and review a variety of permit or license application materials; calculate and collect fees as appropriate; issue permits.

Perform a variety of clerical accounting functions in the preparation, maintenance and processing of accounting records and financial transactions; receive cash payments; reconcile cash entries and balance cash drawer.

Prepare a variety of reports related to the activities and programs of the department and/or division; compile information and statistics; copy and distribute reports and documents.

Provide administrative support to various boards, commissions and/or committees; attend meetings and take minutes; prepare and distribute agenda packets and public notices.

Maintain the department's maintenance work order management system; input work orders into the system; assigning work orders to supervisors; and closing out completed work orders.

Prepare draft letters for initial operational or customer inquiry responses.

May maintain and update portions of the city's website with respect to content, including agendas, minutes, packets, announcements, and similar items.

Schedule inspections and meetings; maintain appointment schedules and calendars.

Maintain various department files in both hard copy and electronic version; process and file a variety of documents including timesheets, invoices, contract documents and application forms.

Oversee supplies and equipment; order and purchase supplies as necessary.

Receive, sort and distribute mail; independently respond to various letters and correspondence not requiring the attention of management staff.

Provide customer service over the phone and in person.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of office management.

Principles and practices of routine research and report writing.

English usage, spelling, grammar and punctuation.

Modern office methods, procedures, and computer equipment including applicable software programs.

Pertinent City and department functions, policies, rules and regulations.

Principles and practices of cash handling and bookkeeping.

Basic arithmetic.

Ability to:

Perform a wide variety of complex administrative support functions related to department or division operations, programs and services.

Intermittently, review and evaluate documents related to department operations; observe, identify and problem solve office operations and procedures; understand, interpret and explain department policies and procedures; explain operations and problem solve issues for the public and with staff.

On a continuous basis, sit at desk for long periods of time or stand at public counter; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Understand the organization and operation of the City and of assigned department.

Plan, organize and schedule priorities.

Calculate fees, fines and other charges; receive payments and handle cash.

Neatly and accurately compose clear and concise reports, applications, and general correspondence; organize information and present data in a usable format.

Compile and maintain complex records and files.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible administrative and clerical experience.

Training:

Equivalent to the completion of the twelfth grade supplemented by college course work in business, accounting or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license as required by the position.

ADMINISTRATIVE CLERK

DEFINITION

To perform a wide variety of general clerical, receptionist, and routine administrative support duties related to area of assignment; to provide exceptional public service as the primary point of contact for an assigned department or division; and to provide administrative support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level Administrative Clerk class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from an assigned supervisor.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Perform a wide variety of clerical work including filing, billing, verifying and recording information.

Act as primary point of contact for the public; answer telephones and greet visitors; respond to inquiries; provide routine information; take messages and refer callers to appropriate parties.

Perform a variety of clerical accounting functions in the preparation, maintenance and processing of accounting records and financial transactions; receive cash payments; reconcile cash entries and balance cash drawer.

Accept and process a variety of applications, verifying accuracy of information.

Prepare, proofread, copy and distribute various reports, agendas, and files.

Conduct mailings and place posters to advertise public hearings.

May maintain and update the city's website with respect to content, including agendas, minutes, packets, announcements, and similar items.

Sort and file documents, files, charts, and records; maintain alphabetical, index, and cross-reference files.

Process and maintain a variety of statistical records; check and tabulate statistical data; prepare routine statistical reports; perform data entry.

Receive, sort and distribute incoming and outgoing mail.

Maintain office supplies and equipment.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Standard and accepted English usage, spelling, grammar, and punctuation.

Principles and practices of customer service.

Modern office methods, procedures and computer equipment, including applicable software programs.

Pertinent City functions, policies, rules and regulations.

Methods and techniques of effective recordkeeping.

Principles and practices of cash handling and reconciliation.

Ability to:

Perform a wide variety of general clerical, receptionist, and routine administrative support duties.

Intermittently, review and evaluate documents related to department operations; observe, identify and problem solve office operations and procedures; understand, interpret and explain department policies and procedures; explain operations and problem solve issues for the public and with staff.

On a continuous basis, sit at desk for long periods of time or stand at public counter; intermittently twist to reach equipment surrounding desk; perform simple grasping and

fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Manage and reconcile cash payments and deposits.

Prepare, proofread, and distribute a variety of documents related to area of assignment.

Accept, review, verify and collect payments, fees, fines and applications.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible clerical experience.

Training:

Equivalent to the completion of the twelfth grade.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license as required by the position.

ADMINISTRATIVE SERVICES MANAGER

DEFINITION

To plan, organize, direct and coordinate the activities of the human resources division within the Administration Department including labor relations, workers compensation, and salary and benefits administration; to coordinate cemetery administration activities; to coordinate division activities with other divisions and departments; and to provide highly complex staff assistance to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager.

Exercises direct supervision over assigned professional, technical and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Develop and implement divisional goals, objectives, policies and procedures.

Plan, organize and direct human resources activities including recruitment and selection, labor relations, employee benefits and workers compensation.

Direct, oversee and participate in the development of the City's cemetery administration work plan; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods and procedures.

Prepare the human resources budget; assist in budget implementation; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; administer the approved budget.

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Coordinate with finance department staff to ensure accurate interpretation of Memoranda of Understanding (MOUs) and personnel policies and procedures as they relate to the payroll function.

Develop and conduct new employee orientations.

Maintain employee personnel files and other organizational records related to human resources functions.

Represent the division and department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports; prepare written correspondence.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public human resources administration.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, state and federal rules, regulations and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Budgeting procedures and techniques.

Principles and practices of supervision, training and personnel management.

Ability to:

Organize and direct the human resources division operations.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various rules and procedures; and explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written

means; and lift or carry weight of 10 pounds or less.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Interpret and apply City and department policies, procedures, rules and regulations.

Supervise, train and evaluate personnel.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in human resources administration; including two years of supervisory responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in human resources management, public administration, or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

ASSISTANT PLANNER
ASSOCIATE PLANNER

DEFINITION

To perform professional level planning duties in current and long range planning; to prepare and present a variety of reports and recommendations regarding planning projects; and to provide professional level support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

Assistant Planner- This is the entry-level class in the professional Planner series. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. The Assistant Planner class is distinguished from the Associate level by the performance of less than the full range of duties assigned to the Associate level. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

Associate Planner - This is the journey level class in the professional Planner series and is distinguished from the Assistant level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new, unusual or unique situations arise and are fully aware of the operating procedures and policies within the work unit. Positions in this class are flexibly staffed and are normally filled by advancement from the Assistant level.

This class is distinguished from the Senior Planner in that the latter performs review of larger, more complex development projects and provides technical and functional supervision over assigned staff.

SUPERVISION RECEIVED AND EXERCISED

Assistant Planner

Receives general supervision from the Planning and Community Services Director, and may receive technical and functional supervision from the Senior Planner.

Associate Planner

Receives direction from the Planning and Community Services Director, and may receive technical and functional supervision from the Senior Planner.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Review and process development projects and planning applications.

Conduct research and prepare recommendations for the Planning Commission, Design Review/Historic Preservation Commission, and other commissions and committees.

Prepare a variety of staff reports, resolutions, agreements and other related documents.

Provide information regarding City planning and zoning regulations, processes and requirements to developers and the general public by phone, via email, and in person.

Participate in code enforcement activities, including investigating complaints of municipal code violations.

Perform a variety of special projects related to planning programs and functions, including General Plan updates, coordination of the City's bicycle program, municipal code updates, and other programs; compile information and make recommendations on special studies.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Assistant Planner

Knowledge of:

Principles and practices of urban planning and development.

Role and function of general plans and zoning ordinances.

Pertinent local, state and federal laws, ordinances and regulations.

Methods and techniques of research and report preparation.

Modern office equipment including computers and applicable software; uses of Geographic Imaging Systems (GIS).

Ability to:

Perform professional level municipal planning work.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Write accurate and concise technical reports and memoranda.

Explain planning and zoning requirements clearly to the public, applicants, and other departments.

Research, analyze and summarize planning issues.

Read, understand and interpret a variety of maps, site plans, architectural drawings, and specifications.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

No professional experience is required.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in urban planning or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license as required by the position.

Associate Planner

In addition to the qualifications for the Assistant Planner:

Knowledge of:

Principles, objectives and procedures of municipal planning, urban design, and zoning.

Environmental review processes and California Environmental Quality Act (CEQA) requirements.

Standards for the Treatment of Historic Properties.

Ability to:

Conduct independent research and report preparation.

Accurately interpret planning and zoning map, aerial photos, architectural design plans and precise construction drawings.

Prepare staff reports, agendas and public notices.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible experience similar to Assistant Planner with the City of Sonoma.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in urban planning or a related field.

BUILDING INSPECTOR

DEFINITION

To perform technical inspections of residential, commercial and industrial buildings at various stages of construction, alteration and repair; to assist in the review of building plans and processing of permits; and to provide technical support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level technical Building Inspector class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Development Services Director/Building Official.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Plan, schedule, and perform field inspections of residential, commercial, and industrial construction projects.

Ensure that building construction is in compliance with related laws, codes, ordinances and regulations.

Research, interpret and explain codes, standards, requirements and restrictions; provide information to architects, contractors, engineers and the public.

Coordinate inspection and plans examination activities with other city departments and divisions.

Prepare reports, investigate code violations and issue violation notices, correction notices and abatement orders; maintain files and reports regarding inspection activities and findings.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principals and practices of building construction and structural design.

Methods and materials used in building construction.

Pertinent local, state and federal codes, laws, and ordinances.

Engineering mathematics.

Relevant software programs.

Ability to:

Interpret and apply relevant codes and standards in the performance of building inspections.

On a continuous basis, know and understand all aspects of the job. Intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve building inspection activities; sit at desk for long periods of time; and stand at the counter to answer questions of the public.

Intermittently, walk, stand, kneel, climb, and bend in the field; perform simple and power grasping, pushing, pulling, and fine manipulation; intermittently write or use a keyboard to communicate, and occasionally lift or carry weight of 40 pounds or less.

Read and interpret building plans and specifications, and ensure compliance with all applicable codes, laws, regulations and ordinances.

Follow safe and proper inspection techniques to examine construction workmanship and materials.

Perform accurate arithmetical calculations.

Neatly and accurately prepare clear and concise reports, written correspondence, violation notices, correction notices and abatement orders.

Maintain accurate records of inspection activities.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible building inspection experience.

Training:

Equivalent to an Associate's degree from an accredited college with major course work in building inspection, code administration, building safety, architecture, engineering or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of one or more International Code Conference (ICC) certificates in an Inspector, Plans Examiner or Building Official category or registration as a Licensed Architect or Registered Electrical, Mechanical, or Civil Engineer by the State of California.

Possession of, or ability to obtain and maintain, one or more ICC certifications in an Inspector category, within two years of appointment.

Possession of, or ability to obtain and maintain, an ICC Certification in a Combination Inspector category, within four years of appointment.

Possession of, or ability to obtain, a Certified Access Specialist certificate from the California Department of General Services within three years of appointment.

Possession of, or ability to obtain, a Certified Safety Assessment Program Evaluator or Coordinator designation from the State of California Office of Emergency Services within three years of appointment.

CITY CLERK/EXECUTIVE ASSISTANT

DEFINITION

To perform responsible and confidential administrative duties for the City Council and City Manager; to provide administrative support to assigned projects or programs; and to process and record official City documents.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level City Clerk/Executive Assistant administrative support class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the City Manager.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Prepare, organize, and distribute materials for City Council meetings; attend meetings, take and prepare minutes.

Represent the City to the public, businesses, Council members and other agencies at the request of the City Council or City Manager.

Coordinate office activities and schedules; develop and recommend office procedures and systems; ensure smooth office operations.

Plan, coordinate, and implement City Council special events and meetings; ensure quality representation of City activities and Council members.

Process and file a variety of City documents including agendas, resolutions, ordinances, petitions, contracts and deeds.

Perform a wide variety of executive secretarial and administrative duties as required by daily operations in the City Manager's office.

Assist with the administration of elections and legal notifications.

Serve as the City Public Information Officer

Review and summarize miscellaneous reports and documents; prepare background documents as necessary.

Research and analyze routine administrative projects for the City Council and City Manager; prepare first draft reports on routine administrative matters.

Receive and distribute incoming mail; review and evaluate mail to identify those items requiring priority attention of the City Council or City Manager.

Provide follow up to assignments given management staff by the City Council or City Manager; provide status reports to the City Council and City Manager.

Receive telephone calls including complaints, and provide assistance to callers using judgment as to calls requiring priority attention.

Independently respond to letters and general correspondence of a routine nature.

Make travel arrangements for the City Council or City Manager; maintain appointment schedules and calendars; arrange meetings and conferences.

Provide administrative support for assigned task forces, commissions, and boards.

Act as department front-line representative who provides information and assists the public.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Organization, function, procedures and operating details of a City Council and a City Manager's office.

Principles and practices of routine analytical research.

Principles and practices of office management.

Methods and techniques of records retention.

English usage, spelling, grammar, and punctuation.

Modern office methods, procedures and computer equipment, including applicable software.

Pertinent City functions, policies, rules and regulations.

Principles and methods of business letter and report writing.

Applicable local, state and federal laws, ordinances and codes.

Ability to:

Prioritize and coordinate a variety of administrative tasks and projects in a highly sensitive environment.

Intermittently, review and evaluate documents related to department operations; observe, identify and problem solve office operations and procedures; understand, interpret and explain department policies and procedures; explain operations and problem solve issues for the public and with staff.

On a continuous basis, sit at desk for long periods of time or stand at public counter; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Research and prepare correspondence and reports.

Interpret and explain pertinent laws and rules.

Gain a thorough knowledge of the Ralph M. Brown Act; learn, interpret and apply California Elections Code requirements.

Understand, organize, index and reference a wide variety of administrative information and records.

Analyze situations carefully, recommend solutions, adopt effective courses of action.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Four years of responsible administrative support experience in a municipal government environment.

Training:

Equivalent to an Associate's degree from an accredited college with major coursework in office administration, supervision or a closely related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of, or ability to obtain within six months, a valid Notary Public certificate.

DEPUTY CITY MANAGER

DEFINITION

To oversee complex and special projects involving the interests of multiple City departments and requiring coordination with other governmental agencies, the private sector, and/or the general public; to formulate, coordinate, and manage development and implementation of City policies; and to provide highly complex staff assistance to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Manager.

Exercises direct supervision over assigned professional, technical and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Serve as project manager for City involvement in complex and multifaceted developmental projects.

Formulate, recommend and administer policies and procedures as assigned.

Establish long-range goals and implementation plans for assigned special projects.

Provide professional advice and support to department heads, City Manager and City Council on assigned issues.

Prepare reports to City Manager, advisory boards and commissions, and City Council.

Plan and evaluate the work of professional, technical and support staff involved in assigned projects.

Represent the division and department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices and techniques of project management.

Municipal services including the means by which services are managed within a City organization and delivered to the public.

Principles and practices of leadership, motivation, team building and conflict resolution.

Governmental policy development and implementation.

Pertinent local, state and federal rules, regulations and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Budgeting procedures and techniques.

Principles and practices of supervision, training and personnel management.

Ability to:

Organize and coordinate a variety of complex projects involving a range of City interests and issues.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various rules and procedures; and explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time. Intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Interpret and apply City and department policies, procedures, rules and regulations.

Supervise, train and evaluate personnel.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Five years of increasingly responsible management experience in a municipal government environment.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in public administration or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

DEVELOPMENT SERVICES DIRECTOR

DEFINITION

To plan, organize, direct and review the activities and operations of the Building Department including city facilities project management and coordination of information systems; to serve as the City's Chief Building Official; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.

Exercises direct supervision over assigned technical and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Develop, plan and implement department goals and objectives; recommend and administer policies and procedures.

Coordinate department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Direct, oversee and participate in the development of the department's work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Supervise and participate in the development and administration of the Building Department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.

Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Serve as the City's Chief Building Official.

Plan, manage, coordinate and oversee all phases of moderate and major construction projects on City-owned buildings and facilities.

Represent the department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of building codes, building construction, plan review and inspection.

Methods and techniques of construction project management.

Basic principles and practices of civil engineering, structural design, engineering mathematics and soil engineering.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, state and federal laws, rules and regulations.

Organizational and management practices as applied to the analysis and evaluation of programs.

Principles and practices of organization, administration and personnel management.

Principles and practices of budget preparation and administration.

Ability to:

Plan, direct and control the administration and operations of the Building Department.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations, codes and procedures; observe performance and evaluate staff; problem solve department related issues; and explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time. Intermittently

twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 25 pounds or less.

Prepare and administer department budgets.

Develop and implement department policies and procedures.

Supervise, train and evaluate assigned personnel.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Interpret and apply City and department policies, procedures, rules and regulations.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Seven years of increasingly responsible experience in building inspection, engineering, construction, or a related field, including three years of administrative and management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in engineering, architecture, construction management or a related field.

License and Certificates

Possession of, or ability to obtain, a valid California driver's license.

Possession of one or more International Code Conference (ICC) certificates in a Residential or Commercial Inspector, Plans Examiner or Building Official category.

Possession of, or ability to obtain and maintain, ICC certification as a Building Official within two years of appointment.

Possession of, or ability to obtain and maintain, an ICC Certificate in a Combination Inspector or Plans Examiner category, within four years of appointment.

Possession of, or ability to obtain and maintain, a certificate as a Certified Access Specialist from the California Department of General Services within three years of appointment.

Possession of, or ability to obtain, a Certified Safety Assessment Program Inspector or Coordinator designation from the State of California Office of Emergency Services within three years of appointment.

ENVIRONMENTAL COMPLIANCE ANALYST

DEFINITION

To oversee and administer the City's stormwater program and other related environmental programs; to establish new and modify existing City operations to ensure compliance with relevant stormwater laws and regulations; and to provide professional level support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level professional Environmental Compliance Analyst class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works Director/City Engineer.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Serve as the City's representative to regulatory agencies with regard to stormwater compliance issues; prepare and file reports; provide stormwater sampling data; meet with regulators to plan and discuss stormwater issues.

Prepare amendments to the City's Municipal Code and other city policies in support of compliance with stormwater regulations.

Develop and disseminate educational materials to a variety of target audiences to support pollution reduction goals; participate in public meetings and events.

Prepare and maintain maps and databases, including performing Geographic Information System (GIS) analyses that support stormwater program activities.

Review development and construction plans for stormwater compliance; identify stormwater discharge sources and best management practices to maximize stormwater and water quality protection.

Investigate complaints or requests regarding discharge abatement; conduct field inspections and perform code enforcement or abatement; prepare notices of violation; prepare and maintain records of investigations and actions taken.

Coordinate and implement the City's annual dry weather monitoring program.

Research and pursue grant funding for stormwater projects and activities.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Pertinent federal, state and local laws, codes, and regulations affecting stormwater quality management, including the Clean Water Act.

Principles and practices of chemistry, hydrology and geology.

Methods and techniques of inspection, investigation, and code enforcement.

Proper use of monitoring, sampling and basic testing equipment.

Principles and practices of record keeping and records management.

Methods and techniques of data collection, research, and report preparation.

Ability to:

Plan, organize, coordinate and evaluate stormwater compliance programs and projects.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis, work outside in different types of weather while exposed to heavy traffic, noise, dust, fumes, vibrations, airborne particles, noxious odors, grease oil, cleaning chemicals, paint, glues, solvents and spills. Intermittently, sit while driving a piece of equipment; stand and walk over rough, uneven or rocky surfaces while performing maintenance activities; bend and twist to adjust equipment; kneel and squat to review work; climb ladders or climb up on to heavy equipment to begin operations; perform duties in cramped areas such as trenches, vaults, and manholes; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less.

Use chemical laboratory equipment to effectively collect stormwater samples.

Conduct accurate and thorough research; prepare accurate and concise analysis, reports, and recommendations.

Understand, interpret, explain and apply federal, state, and local policies, laws, and regulations.

Apply procedures and techniques involved in the investigation, documentation, and enforcement of codes and regulations.

Inspect and/or collect samples from potentially hazardous locations including active construction sites and flowing waterways or storm drains.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible environmental compliance program or environmental permitting agency experience.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in environmental science, physical science, or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of, or ability to obtain, a certificate as a Qualified SWPPP Practitioner (QSP) or Qualified SWPPP Developer (QSD) from the California Stormwater Quality Association (CASQA) within the first twelve months of appointment.

FINANCE DIRECTOR

DEFINITION

To plan, organize, direct and review the activities and operations of the Finance Department including utility billing, payroll and budget; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.

Exercises direct supervision over assigned professional, technical and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Develop, plan and implement department goals and objectives; recommend and administer policies and procedures.

Coordinate department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Direct, oversee and participate in the development of the department's work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Supervise and participate in the development and administration of the Finance Department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments; lead development of City budget and fee schedule updates.

Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Respond to media requests and Public Records Act requests.

Serve as Treasurer for Valley of the Moon Fire Protection District, as assigned.

Lead development of the City's annual audit and Comprehensive Annual Financial Report (CAFR).

Serve as administrator for online financial activities, including banking and payments.

Represent the department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of government accounting, budgeting and auditing.

Generally Accepted Accounting and Auditing Principles.

Principles and practices of cost accounting.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, state and federal laws, rules and regulations.

Organizational and management practices as applied to the analysis and evaluation of programs.

Principles and practices of organization, administration and personnel management.

Principles and practices of budget preparation and administration.

Ability to:

Plan, direct and control the administration and operations of the Finance Department.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations, codes and procedures; observe performance and evaluate staff; problem solve department related issues; and explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Prepare and administer department budgets.

Develop and implement department policies and procedures.

Supervise, train and evaluate assigned personnel.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Interpret and apply City and department policies, procedures, rules and regulations.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Seven years of increasingly responsible experience in municipal finance; including three years of administrative and management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in accounting, finance, public or business administration, or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

MAINTENANCE WORKER I
MAINTENANCE WORKER II

DEFINITION

To perform maintenance functions in an assigned division of the Public Works Department, including streets, parks, cemeteries or water distribution systems; to operate, maintain, and repair assigned City facilities; and to provide technical support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

Maintenance Worker I - This is the entry level class in the Maintenance Worker series. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. The Maintenance Worker I class is distinguished from the II level by the performance of less than the full range of duties assigned to the II level. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

Maintenance Worker II - This is the journey level class in the Maintenance Worker series and is distinguished from the I level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new, unusual or unique situations arise and are fully aware of the operating procedures and policies within the work unit. Positions in this class are flexibly staffed and are normally filled by advancement from the I level.

SUPERVISION RECEIVED AND EXERCISED

Maintenance Worker I

Receives immediate supervision from a Public Works Supervisor.

Maintenance Worker II

Receives general supervision from a Public Works Supervisor.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Operate a variety of construction vehicles and equipment, including backhoes, dump trucks, and hand and power tools.

Clean, maintain, and perform minor repairs to assigned tools and equipment.

Pick up and dispose of litter, debris, brush and waste materials.

Accurately maintain daily work logs.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

When assigned to Cemetery:

Inspect, maintain and repair cemeteries; set markers; clean drains; clear walks and roadways; maintain cemetery grounds.

Clean, sweep and rake leaves; trim trees and bushes spray weeds.

Prepare and mount head stones; straighten, reinforce and repair as needed; use backhoe to dig graves; install grave liners; close graves after burial; tamp and level gravesite; plant flowers.

May perform special construction and installations projects such as building sheds and cabinets, constructing signs, pouring concrete pads and painting.

When assigned to Parks:

Perform turf maintenance, including mowing and edging lawns and pulling weeds.

Repair and maintain irrigation systems.

Plant and trim trees and shrubs; apply fertilizers and assist with identification of pests and diseases.

Perform minor building repairs; clean and maintain restrooms; maintain and repair drinking fountains.

Clear and maintain paths, trails and walkways.

May construct or repair playground equipment and facilities.

Set up for various special events; tear down and clean at end of event.

When assigned to Streets:

Perform maintenance and repair of City streets, including asphalt and concrete work.

Install and replace street signs; paint curbs and legends.

Remove downed trees or other hazardous debris from streets and sidewalks.

Set up appropriate traffic control at work sites; assist other City departments with traffic control as needed.

Maintain and clear storm drains and gutters.

May operate street sweeper as assigned.

When assigned to Water:

Install, repair and replace underground water mains and service laterals; repair water leaks; flush water lines.

Install, clean, test, repair and replace water meters and meter boxes.

Maintain and troubleshoot pumping stations; perform preventative maintenance on associated equipment including pumps, motors, valves, and hydrants.

Perform minor electrical work.

Mark and locate underground utilities.

Check tank and well levels; check pressures; may take water samples.

MINIMUM QUALIFICATIONS

Maintenance Worker I

Knowledge of:

Tools and equipment used in general construction work.

Safe construction work practices, including appropriate traffic control measures.

Ability to:

Perform heavy manual labor in the maintenance and repair of assigned City facilities.

On a continuous basis, know and understand maintenance activities and observe safety rules; intermittently, analyze problem equipment; identify safety hazards; locate equipment; interpret work orders; remember how to operate equipment; and explain jobs to other employees.

On a continuous basis, work outside in different types of weather while exposed to heavy traffic, noise, dust, fumes, vibrations, airborne particles, noxious odors, grease oil, cleaning chemicals, paint, glues, solvents and spills. Intermittently, sit while driving a piece of equipment; stand and walk over rough, uneven or rocky surfaces while performing maintenance activities; bend and twist to adjust equipment; kneel and squat to review work; climb ladders or climb up on to heavy equipment to begin operations; perform duties in cramped areas such as trenches, vaults, and manholes; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less.

Safely operate tools and equipment used in maintenance and construction work.

Read and understand work orders, diagrams and maps.

Use sound judgment in recognizing scope of authority.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Some construction or manual labor experience is desirable

Training:

Equivalent to the completion of the twelfth grade.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

When assigned to Water, possession of, or ability to obtain, a Water Distribution Operator Grade 1 certificate from the State Water Resources Control Board within twelve months of appointment.

Maintenance Worker II

In addition to the qualifications for the Maintenance Worker I:

Knowledge of:

Departmental policies and procedures relative to assigned area of responsibility.

Pertinent local, state and federal laws, codes, ordinances and regulations applicable to area of assignment.

Basic arithmetic skills to calculate volumes, areas, lengths, percentages and conversions as required by area of assignment.

Ability to:

Train and direct less experienced maintenance staff.

Operate specialized tools and equipment used in assigned area.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible experience similar to Maintenance Worker I with the City of Sonoma.

Training:

Equivalent to the completion of the twelfth grade.

License and Certificate

Possession of a Water Distribution Operator Grade 2 certificate from the State Water Resources Control Board.

MANAGEMENT ANALYST

DEFINITION

To provide responsible professional, administrative and technical assistance in the development, administration and implementation of City programs; to conduct specific and comprehensive analyses of a wide range of municipal policies and program issues; and to provide professional level support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level professional Management Analyst class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an assigned department manager.

May exercise direct supervision over technical and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Provide responsible professional and technical assistance in the development, administration and implementation of City programs; assist in formulating program policy, goals and procedures; collect and compile relevant data supporting recommendations.

Assist in the development of new program elements and program modifications as necessary to meet goals and objectives; monitor and coordinate the daily operation of assigned program areas; perform analytical work and maintain appropriate records and statistics.

Provide highly responsible analytical staff assistance including conducting specific and comprehensive analyses of a wide range of municipal policies involving organization, procedures, finance and services.

Respond to complaints and requests for information from the public and City staff; research requested information and determine appropriate resolutions; manage, direct and coordinate special projects and programs as assigned.

Prepare draft Council and committee staff reports, resolutions, and ordinances; coordinate with other departments and external agencies; and ensure proper formatting and timely submission.

Review and prepare agreements, contracts, leases and licenses to ensure the City's interests are protected; verify licenses and insurance requirements are met; if necessary route through City Attorney for review and approval.

Assist in the preparation of the budget; make budget recommendations relative to assigned program areas of responsibility; coordinate and compile budget recommendations prepared by other staff; research past expenditures; project future expenditures.

Plan, coordinate and implement; coordinate neighborhood association and other community and volunteer meetings, forums and related activities; staff various committees established by the City Council; prepare agendas and minutes; assist with research and other support as needed.

Provide staff support to various boards and commissions.

May maintain and update the city's website.

Respond to complaints and requests for information from the public and City staff; research requested information and determine appropriate resolutions.

Prepare a variety of written correspondence; maintain administrative files and other city records.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices and techniques of public administration.

Methods and techniques of research, analysis, and effective data compilation and presentation.

Budget preparation and monitoring.

Methods and techniques of project management.

Pertinent local, state and federal laws, codes and ordinances.

Ability to:

Organize, plan, schedule and implement operations; conduct analytical and administrative projects related to area of assignment.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Perform a wide variety of analytical duties with little or minimal supervision; analyze situations carefully and adopt an appropriate, effective course of action.

Effectively administer assigned programmatic responsibilities; prepare complex reports; prepare and administer a program budget; evaluate and develop procedures and policies.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of professional level experience in public administration.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in public or business administration or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license as required by the position.

PLANNING AND COMMUNITY SERVICES DIRECTOR

DEFINITION

To plan, organize, direct and review the activities and operations of the Planning and Community Services Department including current and long-range planning, zoning and development; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.

Exercises direct supervision over assigned professional, technical and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Develop, plan and implement department goals and objectives; recommend and administer policies and procedures.

Coordinate department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Direct, oversee and participate in the development of the department's work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Supervise and participate in the development and administration of the Planning and Community Services Department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.

Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Implement General Plan or other planning projects; prepare Request for Proposals (RFP) and evaluate consultant proposals; manage consultant work.

Oversee and participate in the processing and implementation of current planning activities, including applications, abatements, and public inquiries.

Attend meetings and make presentations to the City Council, Planning Commission, and other

commissions and committees.

Represent the department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices, theory and techniques of municipal planning.

Principles and techniques of Geographic Imaging Systems (GIS).

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, state and federal laws, rules and regulations.

Organizational and management practices as applied to the analysis and evaluation of programs.

Principles and practices of organization, administration and personnel management.

Principles and practices of budget preparation and administration.

Ability to:

Plan, direct and control the administration and operations of the Planning and Community Services Department.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations, codes and procedures; observe performance and evaluate staff; problem solve department related issues; and explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time; intermittently

twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Prepare and administer department budgets.

Develop and implement department policies and procedures.

Supervise, train and evaluate assigned personnel.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Interpret and apply City and department policies, procedures, rules and regulations.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Seven years of increasingly responsible experience in planning and community development; including three years of administrative and management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in planning, urban studies, architecture, public administration or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

PLANS EXAMINER

DEFINITION

To perform plan check review of construction plans and associated documents; to assure compliance of building construction with applicable laws, codes and ordinances; and to provide technical support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level technical Plans Examiner class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Development Services Director.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Perform plan check review of residential, commercial and industrial plans for new buildings and building alterations.

Research, interpret and explain building code standards, requirements and restrictions.

Assist with building inspections; confer with architects, contractors, engineers, and others in the field and in the office.

Prepare reports and written correspondence related to corrections and deficiencies in submittals and construction work.

Provide guidance and education to applicants and the public regarding various construction code requirements.

Issue building permits in coordination with other city departments.

Attend meetings; identify and investigate engineering and architectural issues for proposed structures.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principals and practices of engineering and architecture as applied to building construction and structural design.

Methods, materials and techniques used in building construction.

Pertinent local, state and federal laws, codes and ordinances.

Engineering mathematics.

Relevant software programs.

Ability to:

Interpret and apply building codes and standards in the performance of plan checks and field inspections.

On a continuous basis, know and understand all aspects of the job. Intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve building inspection activities; sit at desk for long periods of time; and stand at the counter to answer questions of the public.

Intermittently, walk, stand, kneel, climb, and bend in the field; perform simple and power grasping, pushing, pulling, and fine manipulation; intermittently write or use a keyboard to communicate, and occasionally lift or carry weight of 40 pounds or less.

Read and interpret plans and supporting documentation and ensure compliance with applicable codes, laws, regulations and ordinances.

Neatly and accurately prepare clear and concise written reports and general correspondence; prepare correction lists based on relevant codes and ordinances.

Calculate fees, square footages and related numerical figures.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible plans examination or building inspection experience.

Training:

Equivalent to an Associate's degree from an accredited college with major course work in architecture, engineering or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of one or more International Code Conference (ICC) certificates in an Inspector, Plans Examiner or Building Official category or registration as a Licensed Architect or Registered Civil or Structural Engineer by the State of California.

Possession of, or ability to obtain and maintain, a ICC certificate in a Plans Examiner category and one ICC certification in an Inspector or Building Official category within two years of appointment.

Possession of, or ability to obtain and maintain, a Certified Access Specialist certificate from the California Department of General Services within three years of appointment.

Possession of, or ability to obtain and maintain, a Certified Safety Assessment Program Evaluator or Coordinator designation from the State of California Office of Emergency Services within three years of appointment.

PUBLIC WORKS DIRECTOR / CITY ENGINEER

DEFINITION

To plan, organize, direct and review the activities and operations of the Public Works Department including streets, parks, water utility, stormwater, and cemetery services; to coordinate assigned activities with other departments and outside agencies; and to provide highly responsible and complex administrative support to the City Manager.

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the City Manager.

Exercises direct supervision over assigned management, supervisory, professional and administrative support staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Develop, plan and implement department goals and objectives; recommend and administer policies and procedures.

Coordinate department activities with those of other departments and outside agencies and organizations; provide staff assistance to the City Manager and City Council; prepare and present staff reports and other necessary correspondence.

Direct, oversee and participate in the development of the department's work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.

Supervise and participate in the development and administration of the department budget; direct the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor and approve expenditures; implement mid-year adjustments.

Select, train, motivate and evaluate personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Prepare Capital Improvement Projects (CIP) and corresponding project budgets.

Negotiate consultant agreements, including contract language and fees.

Represent the City with outside agencies by functioning as intergovernmental coordinator for water supplies, regional traffic issues, and other regional governance boards; attend board meetings as necessary.

Review and approve developer plans and applications, including property map actions, recording of parcel maps, and developer improvement plans for construction.

Establish engineering standards for the City with standard plans and specifications.

Direct and participate in code enforcement efforts and resultant legal processes.

Represent the department to outside groups and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports and studies; prepare written correspondence as necessary.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles, practices, methods and techniques of public works and water utility administration.

Principles and practices of civil engineering.

Principles and practices of land development.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, state and federal laws, rules and regulations.

Organizational and management practices as applied to the analysis and evaluation of programs.

Principles and practices of organization, administration and personnel management.

Principles and practices of budget preparation and administration.

Ability to:

Plan, direct and control the administration and operations of the Public Works Department.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports and related documents; know and interpret laws, regulations, codes and procedures; observe performance and evaluate staff; problem solve department related issues; and explain and interpret policy.

On a continuous basis, sit at desk and in meetings for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone; write or use a keyboard to communicate through written means; and lift or carry weight of 25 pounds or less.

Prepare and administer department budgets.

Develop and implement department policies and procedures.

Supervise, train and evaluate assigned personnel.

Gain cooperation through discussion and persuasion.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Interpret and apply City and department policies, procedures, rules and regulations.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Seven years of increasingly responsible experience in municipal public works operations, including three years of administrative and management responsibility.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in civil engineering, public administration, or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of, or ability to obtain, a Professional Engineer license from the State of California Board of Professional Engineers.

PUBLIC WORKS OPERATIONS MANAGER

DEFINITION

To plan, organize, direct and coordinate the activities of the water, streets, parks and cemetery divisions within the Public Works Department; to coordinate assigned activities with other divisions and departments; and to provide highly complex staff assistance to the Public Works Director/City Engineer.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Public Works Director/City Engineer.

Exercises direct supervision over assigned supervisory and maintenance staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Develop and implement divisional goals, objectives, policies and procedures.

Plan, organize and direct division activities including water, streets, storm drainage, parks and cemetery functions.

Direct, oversee and participate in the development of division work plans; assign work activities, projects, and programs; monitor work flow; review and evaluate work products, methods and procedures.

Assist in department budget development and implementation; participate in the forecast of additional funds needed for staffing, equipment, materials and supplies; monitor the approved budget.

Recommend the appointment of personnel; provide or coordinate staff training; conduct performance evaluations; implement discipline procedures as required; maintain discipline and high standards necessary for the efficient and professional operation of the department.

Serve as project manager on smaller maintenance projects; oversee outside contractors performing larger maintenance projects.

Serve as department staff liaison to various City committees; preparing agendas, staff memos, and minutes, coordinating with committee members; and preparing reports as requested.

Oversee and implement the Safety program for the Public Works Department; coordinate training; implement safety programs; ensure that documentation is in compliance; take corrective action when needed.

Manage the Hazardous Waste and Hazardous Materials programs for the Public Works Department; ensure compliance with rules and regulations; prepare required reports; take corrective action when needed.

Participate in Capital Improvement Project (CIP) decisions.

Coordinate utility projects with other agencies as needed.

Manage the Public Works work order system; track effectiveness and priorities.

Represent the division and department to outside agencies and organizations; participate in outside community and professional groups and committees; provide technical assistance as necessary.

Research and prepare technical and administrative reports; prepare written correspondence.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public works management.

Principles and practices of water, streets, and parks maintenance.

Principles and practices of leadership, motivation, team building and conflict resolution.

Pertinent local, state and federal rules, regulations and laws.

Modern office procedures and computer equipment.

Principles and practices of organizational analysis and management.

Budgeting procedures and techniques.

Principles and practices of supervision, training and personnel management.

Ability to:

Organize and direct public works maintenance operations.

On a continuous basis, analyze budget and technical reports; interpret and evaluate staff reports; know laws, regulations and codes; observe performance and evaluate staff; problem solve department related issues; remember various rules and procedures; and explain and interpret policy.

On a continuous basis, work outside in different types of weather while exposed to heavy traffic, noise, dust, fumes, vibrations, airborne particles, noxious odors, grease oil, cleaning chemicals, paint, glues, solvents and spills. Intermittently, sit while driving a piece of equipment; stand and walk over rough, uneven or rocky surfaces while performing maintenance activities; bend and twist to adjust equipment; kneel and squat to review work; climb ladders or climb up on to heavy equipment to begin operations; perform duties in cramped areas such as trenches, vaults, and manholes; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Gain cooperation through discussion and persuasion.

Interpret and apply City and department policies, procedures, rules and regulations.

Supervise, train and evaluate personnel.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Five years of increasingly responsible experience in public works maintenance operations, including two years of supervisory responsibility.

Training:

Equivalent to an Associate's degree from an accredited college with major course work in maintenance technology, public administration, or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of, or ability to obtain, a Water Distribution Operator Grade 2 certificate from the State Water Resources Control Board.

PUBLIC WORKS PROJECT MANAGER

DEFINITION

To plan and organize administrative services in the Public Works Department; to perform project management duties including preparing and managing budgets; and to provide professional level support to an assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the journey level in the single level professional Project Manager class. Incumbents initially perform the more routine duties assigned to positions in this series and work under close supervision. However, as experience is gained, incumbents are expected to perform the full range of duties as assigned with increasing independence.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Public Works Director/City Engineer.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Assist in the preparation of the department's annual budget; monitor and track expenditures; perform revenue forecasting and fee analysis.

Interact with Caltrans and Sonoma County to coordinate transportation projects; manage federal and state grants in accordance with applicable procedures and regulations; coordinate environmental and cultural compliance on capital projects.

Coordinate and support the Public Works Director on general liability program administration; review contract language regarding insurance, indemnification, hold harmless provisions, requirements for endorsements, and subrogation; review certificates of insurance for adequacy.

Coordinate the receipt of improvement plans, final maps, lot line adjustments, parcel splits and other land development applications for City Engineer review; communicate with developers and other City departments regarding status of applications; ensure timely recordation of land development documents.

Confer with City staff regarding assigned areas of responsibility; represent the City in meetings with vendors, contractors, public agencies and other public and private organizations.

Review and process capital project payment requests for contractors and consultants; check compliance with State labor regulations; coordinate with project managers and inspectors to ensure proper payment quantities; and manage the payment process for timeliness.

Assist the Public Works Director to negotiate public easements, leases, and agreements for City projects and City property.

Prepare and review a variety of correspondence and reports; prepare and coordinate departmental staff reports, resolutions, and ordinances for the City Council Agenda.

Participate in the development of short and long range planning documents to meet City objectives; ensure compliance with CEQA/NEPA environmental planning regulations for Public Works projects.

Prepare and maintain the budgets for the Public Works Department; coordinate with department staff on annual budget preparation; perform financial reconciliation; work closely with the Finance Department to provide necessary budget data; maintain budget information in financial enterprise applications.

Perform research on grants to help fund City capital projects; write grant proposals and follow up with additional information to maximize competitive opportunity.

Oversee procurement and management of contracts related to the upkeep, equipping and operation of the corporation yard, building maintenance, vehicles and related equipment consistent with City ordinances, policies and procedures in coordination with the Finance Department.

Oversee and participate in purchasing activities for the City; prepare specifications and requests for proposal; analyze formal and informal bids and recommend awards; approve purchase orders and follow up to ensure delivery of appropriate supplies, materials and equipment.

Develop, revise, interpret and enforce divisional policies and procedures; devise systems and methods to accomplish the work and monitor the results pertaining to the processing of vehicle and equipment purchase requests, acquisition, assignment, usage, operation, repair, preventative maintenance, fueling and replacement of City vehicles.

Enforce City Municipal Code provisions under the purview of the Public Works Department, writing enforcement letters, and following up with interpersonal communication to seek compliance; administer penalties as appropriate.

Prepare personnel documents and oversee the maintenance of personnel records for the Public Works Department; coordinate personnel interviews and participate in selections.

Provide a lead staff role at various City Committees or Commissions, coordinating attendance, developing and noticing agendas, taking minutes, and following up on staff action items.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of governmental organization and administration.

Budget management and governmental accounting principles.

Operational methods and procedures involved in procurement for a public agency.

Contract administration and bid preparation.

Methods and techniques of organizational planning and analysis.

Grant sources, grant funding methodology and requirements, grant administration principles and practices.

Principles of efficient and effective program and project management.

Pertinent local, state and federal laws, ordinances, rules and regulations.

Principles and practices of records management.

Risk management standards and practices including insurance requirements and indemnifications.

Contract oversight requirements for general and public works projects.

Ability to:

Assist in the overall management of the Public Works Department.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Develop and implement operational programs; plan financial and staffing needs.

Develop sound fiscal strategies that anticipate problems and propose solutions.

Understand procurement methods and procedures of a centralized purchasing function including buying, quality assurance, contract administration and contract law.

Prepare comprehensive reports and correspondence.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible administrative experience in a municipal agency.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in business, public administration, accounting, or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

PUBLIC WORKS SUPERVISOR

DEFINITION

To plan, organize, direct and supervise the operations of an assigned section within the Public Works Department; to coordinate assigned activities with other divisions; and to perform a variety of technical tasks relative to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Public Works Director/City Engineer.

Exercises direct supervision over assigned maintenance staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for performance of maintenance activities; implement policies and procedures.

Plan, prioritize, assign, supervise and review the work of staff involved in water, street, or park maintenance activities.

Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities.

Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for purchase of materials and equipment; monitor and control expenditures.

Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Prepare and coordinate the procurement of services, supplies, and equipment; perform research of vendors and suppliers, seeking best-value; define scope of work for maintenance activities; coordinate closeout to ensure payments are processed correctly.

Schedule and oversee the work of outside contractors; perform inspections of work; coordinate maintenance projects with other divisions and departments.

Participate in division maintenance activities related to assigned area of responsibility; may operate heavy equipment including backhoe and tractors; may use hand and power tools.

Represent the division and department on various boards and committees; attend meetings as required.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of public works maintenance operations in assigned area of responsibility.

Equipment, tools and materials used in the performance of public works maintenance activities.

Principles and practices of supervision, training and performance evaluations.

Principles and practices of budget monitoring.

Principles and practices of safety management.

Pertinent local, state and federal laws, ordinances and rules.

Ability to:

Organize, implement and direct assigned section operations/activities.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis, work outside in different types of weather while exposed to heavy traffic, noise, dust, fumes, vibrations, airborne particles, noxious odors, grease oil, cleaning chemicals, paint, glues, solvents and spills. Intermittently, sit while driving a piece of equipment; stand and walk over rough, uneven or rocky surfaces while performing maintenance activities; bend and twist to adjust equipment; kneel and squat to review work; climb ladders or climb up on to heavy equipment to begin operations; perform duties in cramped areas such as trenches, vaults, and manholes; perform simple

and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less.

Interpret and explain pertinent City and department policies and procedures.

Assist in the development and monitoring of an assigned program budget.

Supervise, train and evaluate assigned staff.

Develop and recommend policies and procedures related to assigned operations.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Three years of increasingly responsible experience in public works maintenance; including one year providing technical and functional supervision over assigned personnel.

Training:

Equivalent to the completion of the twelfth grade supplemented by college course work in a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

SENIOR MAINTENANCE WORKER

DEFINITION

To perform maintenance, construction, and repair duties requiring specialized knowledge; to organize, assign and review the work of assigned staff engaged in maintenance of city streets, parks, cemeteries and water distribution systems; and to provide highly responsible maintenance support to assigned supervisor.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the Maintenance Worker series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, by the amount of time spent performing the duties, and by the nature of the public contact made. Employees perform the most difficult and responsible types of duties assigned to classes within this series, including providing technical and functional supervision over assigned staff. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from an assigned supervisor.

Exercises technical and functional supervision over assigned maintenance staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Plan, prioritize, and review the work of staff assigned to a variety of unskilled, semi-skilled, and fully skilled labor in the maintenance, construction, and repair of city streets, parks, cemeteries and water distribution systems.

Schedule and oversee the work of outside contractors; perform inspections of work; coordinate maintenance projects with other divisions and departments.

Develop schedules and methods to accomplish assignments ensuring work is completed in a timely and efficient manner.

Participate in evaluating the activities of staff, recommending improvements and modifications.

Provide and coordinate staff training; work with employees to correct deficiencies.

Ensure that work is accomplished using safe work practices and observing safety rules and precautions.

Operate a variety of construction equipment related to area of assignment.

Use a wide variety of hand and power tools related to area of assignment.

Read, interpret, and explain maps, blueprints, diagrams and work orders.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of technical and functional supervision and training.

Regulations and codes applicable to area of assignment.

Departmental policies, procedures, and regulations.

Procedures, methods and materials used in assigned duties.

Safe work practices, including safety precautions for operating power equipment, working in traffic and under hazardous conditions.

Arithmetic sufficient to calculate volumes, areas, lengths, percentages and conversions.

Ability to:

Provide technical and functional supervision over assigned staff including training.

On a continuous basis, know and understand maintenance activities and observe and explain safety rules; intermittently, analyze problem equipment; identify safety hazards; locate equipment; interpret work orders; remember how to operate equipment; and explain jobs to other employees.

On a continuous basis, work outside in different types of weather while exposed to heavy traffic, noise, dust, fumes, vibrations, airborne particles, noxious odors, grease oil, cleaning chemicals, paint, glues, solvents and spills. Intermittently, sit while driving a

piece of equipment; stand and walk over rough, uneven or rocky surfaces while performing maintenance activities; bend and twist to adjust equipment; kneel and squat to review work; climb ladders or climb up on to heavy equipment to begin operations; perform duties in cramped areas such as trenches, vaults, and manholes; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less.

Perform the most complex maintenance, construction and repair duties related to area of assignment.

Anticipate situations and prepare accordingly.

Determine the most efficient method for accomplishing tasks with available resources; give direction to subordinate personnel in conformance with department policy.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Three years of responsible journey experience similar to Maintenance Worker II with the City of Sonoma.

Training:

Equivalent to the completion of the twelfth grade.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of a Water Distribution Operator Grade 2 certificate issued by the State Water Resources Control Board.

SENIOR PLANNER

DEFINITION

To perform professional and technical urban planning duties requiring specialized knowledge; to organize, assign and review the work of assigned staff engaged in preparing staff reports to the Planning Commission; and to provide highly responsible professional support to assigned management.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the professional Planner series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed, complexity of duties assigned, independence of action taken, by the amount of time spent performing the duties, and by the nature of the public contact made. Employees perform the most difficult and responsible types of duties assigned to classes within this series, including review of larger, more complex development projects and providing technical and functional supervision over assigned professional staff. Employees at this level are required to be fully trained in all procedures related to assigned areas of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Planning and Community Services Director.

Exercises technical and functional supervision over assigned professional staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Review, analyze, and provide feedback on complex development proposals, subdivisions, lot line adjustments, and other land use applications and matters.

Prepare meeting agendas and minutes, legal notices, staff reports, environmental documents, letters, and other correspondence.

Attend, facilitate and make presentations at City Council, Planning Commission, and other commission and committee meetings.

Review and comment on civil improvement plans, building permit plans, and telecommunications facility applications.

Plan, prioritize, and review the work of staff assigned to a variety of professional planning duties.

Develop schedules and methods to accomplish assignments ensuring work is completed in a timely and efficient manner.

Participate in evaluating the activities of staff, recommending improvements and modifications.

Provide and coordinate staff training; work with employees to correct deficiencies.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of technical and functional supervision and training.

Principles and practices of urban planning and development.

Pertinent local, state and federal laws and regulations.

Methods and techniques of effective report preparation and presentation.

Modern office equipment including computers and applicable software.

Ability to:

Perform the most complex duties related to professional current and long range planning.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis, sit at desk for long periods of time; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, write or use a keyboard to communicate through written means; and lift or carry weight of 10 pounds or less.

Provide technical and functional supervision over assigned staff; effectively train staff.

Make presentations and effectively communicate in public forums.

Interpret engineering drawings, architectural plans, maps, surveys, and other relevant documents.

Analyze and evaluate complex development proposals.

Interpret, apply and explain laws affecting general plans, zoning, and land divisions, as well as City policies, regulations and processes.

Use sound judgment in recognizing scope of authority.

Operate and use modern office equipment including computers and applicable software.

Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.

Utilize appropriate safety procedures and practices for assigned duties.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two years of responsible journey experience similar to Associate Planner with the City of Sonoma.

Training:

Equivalent to a Bachelor's degree from an accredited college or university with major course work in urban planning or a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license as required by the position.

WATER SUPERVISOR

DEFINITION

To plan, organize, direct and supervise the water treatment and distribution system operations within the Water section of the Public Works Department; to coordinate assigned activities with other divisions; and to perform a variety of technical tasks relative to assigned area of responsibility.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Public Works Director/City Engineer.

Exercises direct supervision over assigned maintenance staff.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Recommend and assist in the implementation of goals and objectives; establish schedules and methods for the water treatment and distribution system; implement policies and procedures.

Plan, prioritize, assign, supervise and review the work of staff involved in the maintenance, repair and installation of the water treatment and distribution system.

Evaluate operations and activities of assigned responsibilities; recommend improvements and modifications; prepare various reports on operations and activities to City, County and State departments.

Participate in budget preparation and administration; prepare cost estimates for budget recommendations; submit justifications for purchase of materials and equipment; monitor and control expenditures.

Participate in the selection of staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.

Monitor and control supplies and equipment; order supplies and tools as necessary; prepare documents for equipment procurement.

Schedule and oversee the work of outside contractors; perform inspections of work; coordinate maintenance projects with other divisions and departments.

Participate in division maintenance activities related to assigned area of responsibility; may operate heavy equipment including backhoe and tractors; may use hand and power tools; may be designated as chief operator as needed.

Represent the division and department on various boards and committees; attend meetings as required.

Answer questions and provide information to the public; investigate complaints and recommend corrective action as necessary to resolve complaints.

Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.

Foster an environment that embraces diversity, integrity, trust, and respect.

Be an integral team player, which involves flexibility, cooperation, and communication.

Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

Principles and practices of water treatment and distribution system design, installation, and maintenance and operations.

Equipment, tools and materials used in the maintenance and repair of water treatment and distribution systems.

Principles and practices of supervision, training and performance evaluations.

Principles and practices of budget monitoring.

Principles and practices of safety management and training related to area of responsibility.

Pertinent local, state and federal laws, ordinances and rules.

Ability to:

Organize, implement and direct water treatment and distribution system operations.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; identify and interpret technical and numerical information; observe and problem solve operational and technical policy and procedures.

On a continuous basis, work outside in different types of weather while exposed to heavy traffic, noise, dust, fumes, vibrations, airborne particles, noxious odors, grease oil, cleaning chemicals, paint, glues, solvents and spills. Intermittently, sit while driving a piece of equipment; stand and walk over rough, uneven or rocky surfaces while performing maintenance activities; bend and twist to adjust equipment; kneel and squat to review work; climb ladders or climb up on to heavy equipment to begin operations; perform duties in cramped areas such as trenches, vaults, and manholes; perform simple

and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight of 50 pounds or less.

Interpret and explain pertinent City and department policies and procedures.

Assist in the development and monitoring of an assigned program budget.

Supervise, train and evaluate assigned staff.

Develop and recommend policies and procedures related to assigned operations.

Establish and maintain effective working relationships with those contacted in the course of work.

Work with various cultural and ethnic groups in a tactful and effective manner.

Communicate clearly and concisely, both orally and in writing.

Experience and Training

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Three years of increasingly responsible experience in water treatment and distribution system maintenance and operations; including one year providing technical and functional supervision over assigned personnel.

Training:

Equivalent to the completion of the twelfth grade supplemented by college course work in a related field.

License and Certificate

Possession of, or ability to obtain, a valid California driver's license.

Possession of, or ability to obtain, a Water Distribution Operator Grade III (D3) certificate from the State Water Resource Control Board.

Possession of, or ability to obtain, a Water Treatment Operator Grade I (T1) certificate from the State Water Resource Control Board.

City of Sonoma						
Assignments of Classifications to the Salary Schedule						
	Effective Nov. 21, 2016					
	A	B	C	D	E	Effective Date
General						
Administrative Clerk	3,643	3,825	4,016	4,217	4,428	12/25/2015
Administrative Assistant	4,284	4,498	4,723	4,959	5,207	12/25/2015
Accounting Technician	4,683	4,917	5,163	5,421	5,692	12/25/2015
Management Analyst	4,683	4,917	5,163	5,421	5,692	12/25/2015
Maintenance Worker I	3,875	4,069	4,272	4,486	4,710	12/25/2015
Maintenance Worker II	4,271	4,485	4,709	4,944	5,191	12/25/2015
Senior Maintenance Worker	4,968	5,216	5,477	5,751	6,039	12/25/2015
Public Works Supervisor	5,215	5,476	5,750	6,037	6,339	12/25/2015
Water Supervisor	5,478	5,752	6,039	6,341	6,659	12/25/2015
Environmental Compliance Analyst	5,546	5,823	6,114	6,420	6,741	12/25/2015
Building Inspector	5,982	6,281	6,595	6,925	7,271	12/25/2015
Assistant Planner	5,546	5,823	6,114	6,420	6,741	12/25/2015
Associate Planner	6,549	6,876	7,220	7,581	7,960	12/25/2015
Plans Examiner	6,448	6,770	7,109	7,464	7,838	12/25/2015
Administrative/Management						
Public Works Director/Engineer	9,444	9,916	10,412	10,933	11,479	12/25/2015
Planning and Community Services Director	8,818	9,259	9,722	10,208	10,718	12/25/2015
Deputy City Manager	8,818	9,259	9,722	10,208	10,718	12/25/2015
Administrative Services Manager	6,752	7,090	7,444	7,816	8,207	12/25/2015
Development Services Director/ Building Official	8,818	9,259	9,722	10,208	10,718	12/25/2015
City Clerk/Executive Assistant	6,752	7,090	7,444	7,816	8,207	12/25/2015
Accountant	5,360	5,628	5,909	6,205	6,515	12/25/2015
Senior Planner	6,752	7,090	7,444	7,816	8,207	12/25/2015
Finance Director	8,818	9,259	9,722	10,208	10,718	12/25/2015
Public Works Operations Manager	5,753	6,041	6,343	6,660	6,993	12/25/2015
Public Works Project Manager	5,546	5,823	6,114	6,420	6,741	12/25/2015
Part Time (Part-Time rates are stated per hour)						
Parks Maintenance Worker	17.14					12/25/2015
updated titles, no change to salary						



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4C

Meeting Date: 11/21/2016

Department

Public Works

Staff Contact

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

Agenda Item Title

Approve the Notice of Completion for the 2016 Street Rehabilitation Project No. 1502 Constructed by Argonaut Constructors and Direct the City Clerk to File the Document

Summary

The City Council accepted the 2016 Street Rehabilitation Project at their meeting of June 27, 2016, and the City Manager awarded the contract to Argonaut Constructors. The work generally involved street rehabilitation at various streets within the City of Sonoma including Second Street West (Broadway Hwy 12 to West Spain Street) and West Spain Street (Fourth Street West to Third Street West). Specifically, the improvements consisted of edge grinding/conform grinding; dig-out and repair of localized pavement failures prior to asphalt overlay; full width grinding; removal and replacement of asphalt pavement; replacement of pavement markings and striping; signing; adjustment of utility structures to grade; removal and repair of concrete curb, gutter, and sidewalk; the upgrade of existing pedestrian curb ramps for ADA compliance; and other related work.

Final punch-list items have been completed and signed off by the Public Works Inspector. At this time, all work has been completed in accordance with the contract and it is recommended that the Notice of Completion (NOC) be approved and the City Clerk directed to file the NOC at the County Recorder's Office. The final contract amount is \$478,678.10.

Recommended Council Action

It is recommended that Council approve the Notice of Completion for the 2016 Street Rehabilitation Project No. 1502 constructed by Argonaut Constructors and direct the City Clerk to file the document.

Alternative Actions

None recommended.

Financial Impact

The Council approved funding in the amount of \$566,000 for the construction of the 2016 Street Rehabilitation Project in the FY16/17 CIP Budget. The approved budget included costs for a 10% contingency, construction management/inspection (performed by the City), and engineering/construction administration support during the construction phase. The final contract amount of \$478,678.10 is within the CIP budget.

Environmental Review**Status**

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

- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals:

Supports the Council Infrastructure Goal to maintain Streets Capital repair program.

Attachments:

Notice of Completion – 2016 Street Rehabilitation Project No. 1502

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 4th day of November, 2016, the public project known as: 2016 Street Rehabilitation Project No. 1502 was completed.
2. The name and address of the party filing this Notice is:
City of Sonoma, No. 1 The Plaza, Sonoma, CA 95476
3. The name and address of the Contractor responsible for the construction of said public project is: Argonaut Constructors, 1236 Central Avenue, P.O. Box 639, Santa Rosa, CA 95402.
4. The name and address of said Contractor's insurance carrier is:

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183
5. The work generally consisted of street rehabilitation and improvements, including edge/conform grinding, digout and repair of localized failures prior to asphalt overlay, crack sealing, placement of geosynthetic pavement interlayer, asphalt pavement overlay, installation of pavement striping/markings and signing, adjusting utility structures to grade, upgrading existing curb ramps for ADA compliance, miscellaneous concrete sidewalk and curb and gutter construction, replacement of detector loops, traffic control, storm water pollution prevention control and other related work.
6. The original contract amount was: \$485,678.10

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

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

Carol Giovanatto, City Manager

Dated: _____, 2016

ATTEST: _____
City Clerk

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City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4D

Meeting Date: 11/21/2016

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director/City Engineer

Agenda Item Title

Approve the Notice of Completion for the 2016 Citywide Slurry Seal Project No. 1601 Constructed by VSS International, Inc. and Direct the City Clerk to File the Document

Summary

The City Council accepted the 2016 Citywide Slurry Seal Project No. 1601 at their meeting of July 18, 2016, and the City Manager awarded the contract to VSS International, Inc. The work generally involved street surface treatment (slurry seal) for 16 street segments throughout the City. Specifically, the improvements consisted of surface preparation; crack seal; removal and replacement of pavement striping and markings; protection of existing utility structures, curb and gutter and cross gutter; traffic control; and other related work.

Final punch-list items have been completed and signed off by the Public Works Inspector. At this time, all work has been completed in accordance with the contract and it is recommended that the Notice of Completion (NOC) be approved and the City Clerk directed to file the NOC at the County Recorder's Office. The final contract amount is \$131,484.95.

Recommended Council Action

It is recommended that Council approve the Notice of Completion for the 2016 Citywide Slurry Seal Project No. 1601 constructed by VSS International, Inc. and direct the City Clerk to file the document.

Alternative Actions

None recommended.

Financial Impact

The Council approved funding in the amount of \$155,000 for the construction of the 2016 Citywide Slurry Seal Project in the FY 16/17 CIP Budget. The approved budget included costs for a 10% contingency, construction management/inspection (performed by the City), and engineering support during the construction phase. The final construction contract amount of \$131,484.95 combined with construction engineering/construction administration amount of \$4,260 is within the budgeted amount. The final construction contract amount of \$131,484.95 includes a contract change order for additional street segment scope and quantities and acceptable variations in the bid item quantities.

Environmental Review**Status**

Environmental Impact Report

Approved/Certified

- Negative Declaration
- Exempt
- Not Applicable

- No Action Required
- Action Requested

Alignment with Council Goals:

Supports the Council Infrastructure Goal to maintain the Streets Capital repair program.

Attachments:

Notice of Completion – 2016 Citywide Slurry Seal Project No. 1601

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 November, 2016, the public project known as: 2016 Citywide Slurry Seal Project No. 1601 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: VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691.
4. The name and address of said Contractor's insurance carrier is:

Western Surety Company
101 S. Phillips Ave.
Sioux Falls, SD 57104
5. The work generally involved street surface treatment (slurry seal) for 16 street segments throughout the City. Specifically, the improvements consisted of surface preparation; crack seal; removal and replacement of pavement striping and markings; protection of existing utility structures, curb and gutter and cross gutter; traffic control; and other related work.
6. The original contract amount was: \$ 117,120.00

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.

Carol Giovanatto, City Manager

Dated: _____, 2016

ATTEST: _____
City Clerk

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City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4E

Meeting Date: 11/21/2016

Department

Public Works

Staff Contact

Dan Takasugi, Public Works Director/City Engineer

Agenda Item Title

Adopt Resolution Approving Program Supplement Agreement No. 0P07 to Administering Agency- State Master Agreement No. 00504S between the City of Sonoma and the State of California related to the Reimbursement of \$72,000 in State funding for the Systemic Safety Analysis Report Program

Summary

The City of Sonoma was awarded \$72,000 in State funding administered through the California Department of Transportation (Caltrans) to initiate a Systemic Safety Analysis Report Program (SSARP), which will review sixteen key intersections identified in the City's updated General Plan Circulation Element and five other intersections identified as potential problem areas (see attached map for a visual of the intersections to be evaluated). This systemic analysis is a proactive safety approach that focuses on evaluating a roadway network and identifying potential infrastructure improvement countermeasures that could be implemented in the future as needed. The SSARP could also assist the City in receiving additional grant funding through the Caltrans' Highway Safety Improvement Program (HSIP).

Before the City can begin invoicing Caltrans for this analysis, a Program Supplement Agreement is required. The attached Resolution will authorize the City Manager to sign this Program Supplement Agreement.

Recommended Council Action

Adopt Resolution.

Alternative Actions

Council discretion.

Financial Impact

The City must execute the Program Supplement Agreement in order to request the reimbursement of \$72,000 in State funding for the Systemic Safety Analysis Report Program. The City is expected to have a matching cost of up to \$8,000 that would be funded by the existing Gas Tax Fund.

Environmental Review

Status

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

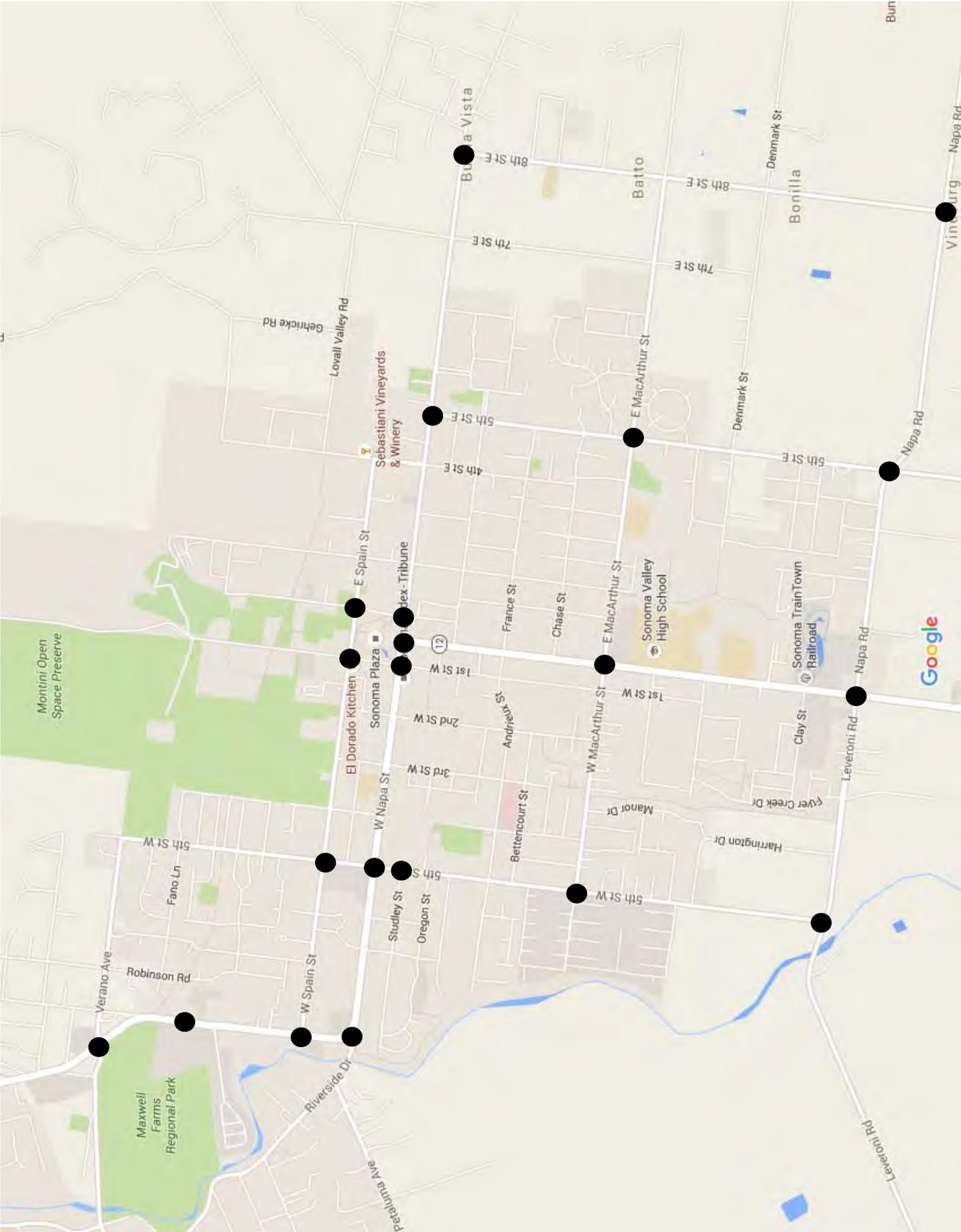
- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals:

Supports the Council Infrastructure Goals to provide reliable, safe, and effective streets infrastructure throughout the City.

Attachments:

1. Map of the Intersections to be Evaluated
 2. Resolution
 3. Program Supplement Agreement No. 0P07
-



● = Intersections to be Evaluated

CITY OF SONOMA

RESOLUTION # ___ - 2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA APPROVING
A PROGRAM SUPPLEMENT AGREEMENT NO. 0P07 TO ADMINISTERING
AGENCY-STATE MASTER AGREEMENT NO. 00504S AND AUTHORIZING THE
CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, Program Supplement Agreement No. 0P07 to Administering Agency-State Master Agreement No. 00504S between the City of Sonoma and the State of California is required to establish the terms and conditions applicable to the City of Sonoma in order to receive State funds for the Systemic Safety Analysis Report Program; and

WHEREAS, as individual State-funded projects are developed, Program Supplement Agreements shall be executed outlining specific details for each individual project; and

WHEREAS, the delegated authority to execute Program Supplement Agreements must be approved by Resolution of the City Council;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sonoma hereby approves Program Supplement Agreement No. 0P07 to Administering Agency-State Master Agreement No. 00504S, and authorizes the City Manager to execute the Program Supplement Agreement for and on behalf of the City of Sonoma.

ADOPTED this 7th day of November 2016 by the following vote:

AYES:
NOES:
ABSENT:

Laurie Gallian, Mayor

ATTEST:

Rebekah Barr, MMC, City Clerk

PROGRAM SUPPLEMENT NO. P07
to
**ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00504S**

Adv Project ID **Date:** October 17, 2016
0417000113 **Location:** 04-SON-0-SON
Project Number: SSARPL-5114(019)
E.A. Number:
Locode: 5114

This Program Supplement, effective _____, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00504S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/13/16 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Sixteen (16) intersections throughout the city

TYPE OF WORK: System Safety Analysis Report Program (SSARP)

Estimated Cost	State Funds		Matching Funds	
	STATE		LOCAL	OTHER
\$80,000.00	\$72,000.00		\$8,000.00	\$0.00

CITY OF SONOMA

**STATE OF CALIFORNIA
Department of Transportation**

By _____
Title _____
Date _____
Attest _____

By _____
**Chief, Office of Project Implementation
Division of Local Assistance**
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 10/18/16 \$72,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these STATE funds.
2. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

3. ADMINISTERING AGENCY agrees to comply with 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments.
4.
 1. This PROJECT is funded with State-Only funding from the Systemic Safety Analysis Report Program (SSARP). ADMINISTERING AGENCY agrees to administer PROJECT in accordance with the SSARP Guidelines under which the project was selected.
 2. The ADMINISTERING AGENCY agrees to follow all relevant State laws and requirements including the California Environmental Quality Act (CEQA).
 3. This PSA allows reimbursement of eligible PROJECT expenditures to the ADMINISTERING AGENCY for which the SSARP State funds are allocated. The effective State allocation date establishes the eligibility date for the ADMINISTERING AGENCY to start reimbursable work. Any work performed prior the effective allocation date is not eligible for reimbursement from the SSARP funds.
 4. ADMINISTERING AGENCY agrees that SSARP funds available for reimbursement will be limited to the amount allocated and encumbered by the STATE consistent with the

SPECIAL COVENANTS OR REMARKS

scope of work in the STATE approved application. Funds encumbered may not be used for a modified scope of work after a project is awarded unless approved by the Statewide SSARP Coordinator prior to performing work.

5. ADMINISTERING AGENCY agrees to the program delivery and reporting requirements established by the SSARP Guidelines. The study and the Systemic Safety Analysis Report (SSAR) must be completed within thirty-six (36) months of the funding allocation. The Final Report of Expenditure, the final invoice and the SSAR report must be submitted to the DLAE within six (6) months of the report completion.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 4F

Meeting Date: 11/21/2016

Department
Administration

Staff Contact
Rebekah Barr, MMC
City Clerk/Executive Assistant to City Manager

Agenda Item Title

Approval of the Minutes of the Regular City Council Meeting of November 7, 2016

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 AND REGULAR MEETING 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, November 7, 2016
Regular Meeting**

MINUTES

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

6:00 P.M. – REGULAR MEETING

RECONVENE, CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Gallian called the meeting to order at 6:02pm. Mr. Demler led the Pledge of Allegiance.

ROLL CALL

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

OTHERS PRESENT: City Manager Giovanatto, City Clerk Barr, City Attorney Walter, and Development Services Director/Building Official Wirick.

REPORT ON CLOSED SESSION: None

1. COMMENTS FROM THE PUBLIC

Kate Schertz, Chair, Cultural & Fine Arts Commission, announced that the Commission had named Dick Cole as the 2016 Treasure Artist. She spoke regarding Mr. Cole's artistry and contributions to the Sonoma Community.

Amy Harrington and Jack Wagner spoke regarding the election and thanked the Council candidates for the manner in which the race was held.

2. MEETING DEDICATIONS

Council Member Edwards asked that the meeting be dedicated to Dr. Rolf Olness and Mike Brocco. Council Member Cook also expressed his sympathy to the family. Mayor Gallian asked that the meeting be dedicated to Dick Cole, 2016 Treasure Artist, as well.

3. PRESENTATIONS

4. CONSENT CALENDAR/AGENDA ORDER – CITY COUNCIL

- 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:** Approve Extension of the Refuse Contract to Sonoma Garbage Collectors through May 2027 (City Manager)
- Item 4C:** Second Reading and Adoption of an Ordinance Amending Section 7.20.010 of the Municipal Code (Camping on Publically-Owned Property) (Planning Director)
- Item 4D:** Approval of the Allocation of a City Funded Rental at the Sonoma Veteran's Memorial Building as requested by the Sonoma Community Center for their Community Thanksgiving Dinner (City Clerk)
- Item 4E:** Approval and Ratification of the Appointment of Mr. Robert C. Demler to the Position of City Historian for a Term of Two Years (City Clerk)
- Item 4F:** Approval of the Minutes of the Regular City Council Meeting of September 19, 2016, and the Special Meetings of October 10, 2016 and October 20, 2016 (City Clerk)

Robert Demler thanked the City Council for his consideration as the City Historian. George McHale expressed his support for Mr. Demler's appointment.

City Manager Giovanatto noted that page 5 of the agenda packet was included erroneously as an attachment to the Resolution regarding Item 4B and should not be considered as part of the packet.

Motion by Council Member Hundley, seconded by Mayor Pro Tem Agrimonti, to approve the Consent Calendar including Resolution # 36 – 2016, Ordinance # 06-2016 and with the removal of Page 5 of the Packet which was included unintentionally as an exhibit to the Resolution regarding Item 4B. Motion carried unanimously.

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

- Item 6A:** Discussion, Consideration and Possible Action to Conduct Second Reading and Adoption of an Ordinance Amending Chapter 14.24 (Review, Rehabilitation and Abatement of Existing Seismically Unsafe Buildings) of the Sonoma Municipal Code (Development Services Director/Building Official)

Development Services Director Wirick presented the staff report.

Motion by Mayor Pro Tem Agrimonti, seconded by Council Member Edwards, to Conduct Second Reading and Adoption of Ordinance # 07-2016 Amending Chapter 14.24 (Review, Rehabilitation and Abatement of Existing Seismically Unsafe Buildings) of the Sonoma Municipal Code. Motion carried unanimously.

- Item 6B:** Discussion, Consideration and Possible Action to Conduct Second Reading, Public Hearing and Adopt an Ordinance Repealing Chapter 14.10 of the Sonoma Municipal Code, Reenacting a New Chapter 14.10 Adopting and Amending New Construction Codes, and Adoption of Findings Determining the Ordinance to be Exempt under the California Environmental Quality Act (Development Services Director/Building Official)

Development Services Director Wirick presented the staff report.

Mayor Gallian inquired if the Staff was going to be able to implement all of the Code changes. City Manager Giovanatto noted that the new codes would be utilized as reference for the Climate Action Measures.

Motion by Mayor Pro Tem Agrimonti, seconded by Council Member Edwards, to Conduct Second Reading, Public Hearing and Adopt Ordinance # 08-2016 Repealing Chapter 14.10 of the Sonoma Municipal Code, Reenacting a New Chapter 14.10 Adopting and Amending New Construction Codes, and Adoption of Findings Determining the Ordinance to be Exempt under the California Environmental Quality Act. Motion carried unanimously.

Item 6C: **1) Discussion, Consideration and Possible Adoption of an Interim Urgency Ordinance Imposing a Moratorium on the Outdoor Cultivation of Nonmedical Marijuana and Making Findings that said Adoption is Exempt Under CEQA Pursuant to CEQA Guidelines Section 15061, Among Other Provisions**
2) Discussion, Consideration and Possible Adoption of an Interim Urgency Ordinance Imposing a Moratorium on the Indoor Cultivation of Nonmedical Marijuana, Except Under Certain Circumstances, and Making Findings that said Adoption is Exempt Under CEQA Pursuant to CEQA Guidelines Section 15061, Among Other Provisions (City Attorney)

City Attorney Walter presented the staff report.

Council Member Hundley inquired why City Attorney Walter felt that the proposed action should be approved preemptively rather than after such time as the proposition were to pass.

City Attorney Walter responded that this was to allow the Council time to regulate if they chose to do so. He explained that it can take several months if it is not done by an urgency ordinance, as these items would be considered land use issues which would require the City Council to amend its development code.

Council Member Cook inquired what other Cities had enacted this type of moratorium. City Attorney responded that he was aware that the City of Martinez had done so and that there were other cities that had been named in the newspaper but he could not recall at the time.

Toni Kuhry spoke in favor of the moratorium ordinances.

Jack Wagner spoke in opposition to the moratorium ordinances.

Mayor Pro Tem Agrimonti noted that the Governor of Colorado had encouraged voters in California to not be in a hurry to approve the legalization of marijuana but to wait until more is known about the effects.

Council Member Edwards and Council Member Cook both expressed their support of the ordinances.

Council Member Hundley stated that she had concerns with the timing of the ordinances on the eve of the election. However, she noted that she would support the moratorium on the indoor cultivation if the stipulation that the property owner had to give consent was removed.

Mayor Gallian expressed her concerns including the manner in which the insurance companies would be handling related claims, quality control of the marijuana itself, and the City's natural resources. She noted that until there was additional vetting of those items she would be in support of the ordinances.

Motion by Mayor Pro Tem Agrimonti, seconded by Council Member Cook, to introduce, conduct First Reading, and adopt Interim Urgency Ordinance #09-2016 Imposing a Moratorium on the Outdoor Cultivation of Nonmedical Marijuana and Making Findings that said Adoption is Exempt Under CEQA Pursuant to CEQA Guidelines Section 15061, Among Other Provisions. Motion carried with Council Members Cook and Edwards, Mayor Pro Tem Agrimonti voting YES, and Council Member Hundley voting NO.

Motion by Mayor Pro Tem Agrimonti, seconded by Council Member Cook, to introduce, conduct First Reading, and adopt Interim Urgency Ordinance #10-2016 Imposing a Moratorium on the Indoor Cultivation of Nonmedical Marijuana, Except Under Certain Circumstances, and Making Findings that said Adoption is Exempt Under CEQA Pursuant to CEQA Guidelines Section 15061, Among Other Provisions. Motion carried with Council Members Cook and Edwards, Mayor Pro Tem Agrimonti voting YES, and Council Member Hundley voting NO.

7. REGULAR CALENDAR – CITY COUNCIL

Item 7A: Consideration, Discussion, and Possible Action to Adopt a Resolution Approving an Application by Destination Races for Temporary Use of City Streets for the Napa to Sonoma Wine Country Half Marathon on Sunday, July 16, 2017 (Special Events Manager)

Special Events Manager Janson presented the staff report on this item.

Matt Dockstader, Destination Races, spoke regarding the street closures and parking plan based on the post event review of the Community Services & Environment Commission (CSEC).

Council Member Edwards expressed concern regarding the road closures that were extended beyond the specified time and the volunteers leaving their posts unmanned. He stated that he would like to have the report from the CSEC review of the item prior to making any decisions on the item.

Mayor Pro Tem Agrimonti inquired what the benefits were to the Plaza. Mr. Dockstader responded that the event brought in a tremendous amount of business to the hotels, restaurants, etc. He noted that the event raised over \$3,000,000 for charity.

Mayor Gallian inquired if there had been changes to the parking plan, specifically the staging of buses on Spain Street as this had caused major parking issues and congestion. She strongly recommended that they look at locating their parking near the Veterans Building, or the School District parking lot. Mr. Dockstader responded that they did use the Veterans Building for parking and that the purpose of the CSEC meeting was to review the issues that were being discussed.

Council Member Cook stated that he agreed with Council Member Edwards that the item needed to be reviewed by the CSEC before the Council made any decisions and he did not feel comfortable making any decisions at the current time.

Special Events Manager Janson clarified that the CSEC had conducted their post event review from the last event, but would be considering it on Wednesday, November 9.

Motion by Council Member Cook, seconded by Mayor Pro Tem Agrimonti, to table this item to the next Council Meeting after the Community Services & Environment Commission had considered the item. Motion carried unanimously.

8. REGULAR CALENDAR – CITY COUNCIL AS THE SUCCESSOR AGENCY

9. COUNCILMEMBERS’ REPORTS AND COMMENTS

Mayor Pro Tem Agrimonti reported on the Sonoma Women’s Club Craft Fair and Fire Fighters Association Fundraiser at Sonoma Brewing Company, and the North Bay Watershed Association Committee meeting.

Council Member Edwards reported that the Sonoma Valley Rotary Club performed some lawn and maintenance items at Depot Park and Maysonnave House, including hauling trash and putting sand down in the volleyball court.

Mayor Gallian spoke regarding the Treasure Artist presentation to Dick Cole’s family, the Wine Country Marine Corps Reserve Anniversary event, the upcoming Veterans Day ceremony, and the Water Advisory Committee.

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

11. COMMENTS FROM THE PUBLIC

12. ADJOURNMENT

The meeting was adjourned at 7:44pm in honor of Dick Cole, Dr. Rolf Olness, and Mike Brocco.



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 4G

Meeting Date: 11/21/16

Department

Planning and Community Services

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Approval of a waiver of commission attendance rules for Planning Commissioner Michael Coleman.

Summary

Pursuant to Sonoma Municipal Code section 2.40.010, if a member of a City’s commission misses three meetings in a row or one-third of any calendar year’s meetings they have automatically vacated their position. The same municipal code section allows commissioners to request the City Council to waive the attendance rule due to special circumstances. Planning Commissioner Michael Coleman has requested such a waiver. While he has never missed three meetings in a row, it is possible that he will have been absent for one-third of the Planning Commission meetings held in 2016, even if he has no more absences. His absence from several meetings this summer was due to his being called out to serve on fire strike teams (see attached email). Staff feels that Commissioner Coleman’s situation falls within the allowable circumstances whereby his absences should be excused and that he be allowed to continue serving on the Planning Commission. Staff would also note that Commissioner Coleman has removed himself from the strike team list, so this conflict will not occur in the future.

Recommended Council Action

Approve a waiver of the commission attendance rules for Michael Coleman.

Alternative Actions

Council discretion.

Financial Impact

N.A.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals

N.A.

Compliance with Climate Action 2020 Target Goals:

N.A.

Attachments:

1. Email from Michael Coleman

cc: Michael Coleman

Subject: Days missed and updated e-mail

Date: Tuesday, November 15, 2016 at 5:35:20 PM Pacific Standard Time

From: Mike Coleman

To: David Goodison

Dear David,

I wanted to forward to you an explanation for my intermittent scheduling conflicts with the Planning Commission. On occasion, because I'm on a Wildland List of people eligible to fight Forest Fires, I'm called upon without notice to be dispatched to the particular area of California for no less than 10 days depending on the severity of the fire. On two occasions I was in that situation and had to call to cancel my participation for that night.

On other occasions I've had to cancel because of Training, or unable to get a trade so someone else could work for me for that night.

I've since been able to have an agreement with a fellow firefighter who will be able to work for me any time I'm scheduled to attend a Commission meeting.

I understand I'm close or exceeded the minimum 1/3 of the meetings I'm allowed to miss in a calendar year and was hoping for an exception to the rule.

As a footnote I have removed myself from any future Wildland Strike Teams as the experience has proving to be for the young at heart, and my stamina unfortunately has had a harder time keeping up with the particular stresses of fighting forest fires. Therefore I will be available to represent the good people of Sonoma at full capacity, barring any unforeseen circumstances.

Thanks, Mike Coleman

P.S. I called and gave Christina my new e-mail address:

mikecoleman371@gmail.com



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 6A

Meeting Date: 11/21/16

Department

Planning and Community Services

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Discussion, consideration and possible action to conduct first reading and public hearing on the extension of an interim moratorium ordinance on the approval of applications for vacation rentals, including the adoption of a report specifying the measures taken to alleviate the conditions which led to its adoption.

Summary

Under State law, an interim moratorium ordinance may be adopted based on anticipated changes in development policies arising from ongoing or anticipated planning studies, such as a zoning ordinance amendment. At its meeting of October 17, 2016, the City Council unanimously adopted an interim moratorium ordinance on the approval of new applications for vacation rentals while changes to the regulations are discussed and implemented. Upon adoption, the ordinance went into effect immediately, but its initial term is limited to 45 days, after which it will expire unless extended by a vote of the City Council within that period. Under state law, the ordinance may be extended twice: first for an additional period of ten months and 15 days and, then, for one year, for a total of two years. In order to adopt the extension, a four-fifths vote of the City Council is required. In addition, as noted in the attached ordinance, the governing body must issue and adopt a report outlining the measures taken to address the conditions that led to the adoption of the interim moratorium ordinance. This report is provided with Item 7E of this City Council agenda.

Recommended Council Action

Adopt the attached extension of the interim moratorium ordinance on new applications for vacation rentals and make findings that the adoption of the extension is exempt under CEQA under, among other things, section 15308 of the CEQA Guidelines.

Alternative Actions

Decline to extend the interim moratorium ordinance.

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 discussion of vacation rental regulations relates to the City Council’s Housing goal: *“To analyze policy and programmatic tools suggested by the 2015 Housing Element update; implement strategies to facilitate creation of affordable rental and workforce housing; sustain or increase opportunities to continue the programs currently in place to maintain current affordable housing stock.”*

Compliance with Climate Action 2020 Target Goals:

N.A.

Attachments:

1. Extension of interim moratorium ordinance

cc: Byron Jones

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SONOMA
EXTENDING INTERIM RESTRICTIONS ON VACATION RENTALS PENDING THE
CONSIDERATION AND STUDY OF ZONING AND OTHER LAND USE
REGULATIONS PERTAINING TO VACATION RENTALS IN THE CITY**

The City Council of the City of Sonoma makes the following findings:

WHEREAS, Sonoma is a community steeped in history with a small-town environment which the City has endeavored to balance with the growth in the wine industry and the influx of tourists and new residents. This balance is both unique and of great value to the citizens. The City's history, its residential districts, its beauty and its location in the midst of wine country have made Sonoma a special place in which to live and work. These special qualities of the City must be respected so that Sonoma can continue to retain its unique attributes and thrive; and

WHEREAS, Sonoma is a vital and active City that retains a strong sense of community and residential cohesiveness. The City's 2020 General Plan states, as a matter of policy, that "Sonoma should continue to be characterized by variety in terms of land uses, building types, and housing, and this diversity should be consistent with preserving the town's small-scale and historic character." Moreover, the General Plan espouses that "[n]ew residential development should emulate the desirable characteristics of existing neighborhoods by providing variety in lot and unit sizes and a range of prices, including opportunities for lower-income households, and respect unique site and neighborhood conditions." Furthermore, one of the City Council's housing goals is to "implement strategies to facilitate creation of affordable rental and workforce housing . . . and to maintain current affordable housing stock;" and

WHEREAS, over the last several decades, and due to the desirability of Sonoma as a destination tourist attraction, the City has been and continues to experience more and more pressure from visitors coming to Sonoma for short durations wishing to live in homes, condominiums and apartments offered by their owners for short vacation stays. On-line services such as AirBnB and VRBO have accelerated and facilitated a significant increase in the number of real property owners willing to hold their residences out for short term rentals. This has caused an ever-increasing number of non-residents to be found living in neighborhoods with which they have no permanent identity or relationship; and

WHEREAS, the City has received numerous complaints and compiled evidence that the short-term renters utilizing these services have caused noise, nuisances, parking problems and disruptions to the permanent residents living in the neighborhoods where these short-term rentals are located. In some cases, the number and frequency of properties offered for short term rentals have transformed the neighborhoods in ways that are inimical to the community values reflected in the City's General Plan and otherwise; and

WHEREAS, under the City's Development Code, vacation rentals are defined as the "rental or letting of up to two complete residential units, containing bedrooms, kitchens, and bathrooms,

for a period of less than 30 days. Typically, no on-site manager is present (“vacation rental”).” Sonoma Municipal Code (“SMC”) §19.92.020. Under the Development Code, vacation rentals are allowed only with a use permit and, then, only in the Commercial and Mixed Use districts. Vacation rentals are prohibited in residential zones, except as an adaptive reuse of a historic structure, subject to use permit review and approval; and

WHEREAS, owners of real property located in the Commercial and Mixed Use zoning districts continue to apply for use permits to convert or build residential structures for vacation rental purposes. As of the date of this Ordinance, 57 legal vacation rentals are currently allowed in the City. Additionally, illegal vacation rentals continue to increase to the point where their numbers have exceeded lawful vacation rentals, and the ability of the City to effectively monitor, control and restrict illegal vacation rentals has become an enforcement problem demanding more and more City resources; and

WHEREAS, Sonoma desires to protect its existing character, including its vibrant tourism industry and at the same time create a supportive environment for its existing residential areas, and to thrive in a manner consistent with its cohesive, community values. Moreover, permitting the conversion of existing residential structures or the construction of new residential structures for vacation rentals undermines the City’s General Plan policy and the Council’s goals of encouraging the development and maintenance of affordable housing. As such, the City Council desires to study the City’s General Plan and Development Code to determine whether those documents should be or need to be amended to preclude the approval of all future vacation rentals or to adopt provisions which foster more effective ways in which to regulate vacation rentals in the City of Sonoma and reduce the adverse impacts of vacation rentals on neighbors, neighboring properties and the stock of affordable housing; and

WHEREAS, the City has received inquiries and anticipates it will receive pre-application and application materials for the conversion of existing structures or the construction of new residential structures for use as vacation rentals. These proposed new developments may conflict with intended studies and the ultimate decision of the City Council resulting from the studies described above; and

WHEREAS, the City has a responsibility to move forward with studies necessary to identify the regulations necessary to foster an appropriate mix of uses and harmonize and prioritize the various policies relating to vacation rentals and the impacts they have on neighboring land uses, neighborhoods and affordable housing. It is important for the City to fulfill this responsibility and look carefully at implementing regulations that balance the City's relevant policies prior to approving additional changes in land use on an individual property by property or residence by residence basis; and

WHEREAS, in order to temporarily halt the approval of vacation rentals in order to provide the City the necessary time to conduct and make decisions based on such studies, on October 27, 2016, the City Council adopted urgency Ordinance No. 05-2016 by which the Council imposed a moratorium on the approval of vacation rental applications. Said Ordinance is slated to expire on December 11, 2016, unless before that date the Ordinance is extended; and

WHEREAS, should the moratorium established by Ordinance No. 05-2016 not be extended, applications for use permits allowing the establishment of additional vacation rentals in the City which are inconsistent with the community's long term vision for the City must be processed and, if approved, will hamper and irreparably impede the City's goal of further regulating vacation rentals to protect the small town residential character of the City and the residents of the City. Specifically, the under-regulated and unmonitored establishment and operation of vacation rentals may preclude the City from adequately insuring the protection of the City's neighborhoods and prevent the City from providing for more affordable housing in a meaningful way. Moreover, should additional vacation rentals be allowed while the City is studying the propriety and/or criteria under which vacation rentals should be permitted, those studies and any decisions leading therefrom will be rendered less effective and meaningful; and

WHEREAS, the City needs a reasonable period of time to properly and carefully consider and further study the appropriate mix of land uses and development criteria applicable to vacation rentals, potentially leading to the amendment of the City's General Plan and Development Code; and

WHEREAS, the proliferation of illegal vacation rentals and the continued submittal of applications for use permits to allow additional vacation rentals, combined with the facts recited above, pose a current and immediate threat to the health, safety and/or welfare of the citizens of Sonoma. Moreover, the approval of use permit or other entitlements for use of land or structures as vacation rentals will result in that threat to the public health, safety or welfare of the City and its citizens. The granting or permitting of such entitlements or uses will likely be in conflict with, prevent the implementation of and/or seriously impair the efficacy of any General Plan amendment, specific plan, zoning or other land use policies which the City would consider as part of its study, thus rendering such plans and policies ineffectual in providing for the needs, assuring the housing diversity and preserving the unique character of the City and its neighborhoods; and

WHEREAS, the purpose of this Ordinance is to extend the prohibition against the establishment of or the allowance of new, additional vacation rentals with the City pending the consideration and study of permanent regulations governing such development and use; and

WHEREAS, on November 21, 2016, the City Council issued the report described in Cal. Gov't Code section 65858(d) ("Report") specifying the measures taken to alleviate the conditions which led to the adoption of Ordinance No. 05-2016. In said Report it is stated that the said conditions giving rise to the necessity of adopting Ordinance No. 05-2016 have not been alleviated and that more time is necessary in order to study and address the issues involved in deciding whether to continue prohibiting the approval of vacation rentals or regulate such, and, if so, how to regulate vacation rentals. Said Report is hereby approved and its dissemination ratified and authorized; and

WHEREAS, based on the findings set forth above, it is the intent of the City Council to extend Ordinance No. 05-2016's moratorium on the approval of vacation rentals throughout the City to a date that is ten (10) months and fifteen (15) days following the last day that Ordinance No. 05-2016 is in effect.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SONOMA DOES ORDAIN AS FOLLOWS:

Section 1. The above recitals and findings are incorporated herein by this reference.

Section 2. The City and its agents, employees and departments shall not approve any plan, subdivision, design review permit, variance, use permit or other entitlements for any use of land or structure as a vacation rental within any zoning district in the City of Sonoma, and after the adoption of this Ordinance, no person shall commence development of a vacation rental in any zoning district in the City so long as this Ordinance is in effect.

Section 3. During the effective life of this Ordinance, the City shall process any and all applications for vacation rentals, but if those applications are acted upon prior to the expiration of this Ordinance, they shall be denied.

Section 4. This Ordinance shall not apply to: (a) those land use applications for vacation rentals (namely, use permits, building or grading permits) which were deemed complete prior to the adoption of Ordinance No. 05-2016; (b) construction required to comply with fire and/or life safety requirements; (c) disability accessibility work; and (d) vacation rentals that are adaptive re-uses within the meaning of SMC §§19.42.030.B.2.g.

Section 5. This Ordinance is categorically exempt from CEQA under: (a) Section 15308 of the State CEQA Guidelines (“Guidelines”) because it is a regulatory action taken by the City in accordance with Cal. Gov’t Code §65858 to assure maintenance and protection of the environment; (b) Guidelines, Section 15060(a)(2) because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; and (c) Guidelines, Section 15061(a)(3) because it can be seen with certainty that there is no possibility that the adoption of the ordinance may have a significant effect on the environment since the ordinance prohibits physical changes for a specified period of time.

Section 6. This ordinance shall become effective immediately if adopted by at least four-fifths vote of the City Council, and shall remain in effect until the date that is ten (10) months and fifteen (15) days following the last day that Ordinance No. 05-2016 is in effect. Ordinance No. 05-2016’s prohibition of uses and other terms and provisions set forth in sections 2 through 4 thereof shall be extended to the date that is ten (10) months and fifteen (15) days following the last day that Ordinance No. 05-2016 is in effect.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

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

Section 8. This Ordinance shall be published in accordance with applicable provisions of law, by either:

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

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

THE FOREGOING ORDINANCE was first read and adopted as an urgency Ordinance at a regular meeting of the Sonoma City Council on the 21st day of November, 2016, by the following vote:

AYES: Councilmembers

NOES: Councilmembers

ABSENT: Councilmembers

ABSTAIN: Councilmembers

Mayor of the City of Sonoma

Attest:

City Clerk of the City of Sonoma

Approved as to form:

City Attorney of the City of Sonoma



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7A

Meeting Date: 11/21/16

Department Public Works	Staff Contact Lisa Janson/Special Events Manager
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Agenda Item Title

Approval of application by Destination Races for temporary use of City streets for the Napa to Sonoma Wine Country Half Marathon on Sunday, July 16, 2017.

Summary

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

1. Closure of East Napa Street between Broadway and First Street East 6:30 a.m. until 11:00 a.m. on Sunday July 16, 2017.
2. Closure of the north-bound far right lane of Broadway between East MacArthur and the Plaza (including Road closure signs at Chase, France and Patten Streets) 7:15 a.m. until 11:00 a.m. on Sunday July 16, 2017.
3. Closure of East MacArthur Street between Second Street East and Broadway 7:50 a.m. until 11:00 a.m. on Sunday July 16, 2017.
4. Closure of Denmark Street between High School and Napa Road 7:15 a.m. until 10:45 a.m. on Sunday July 16, 2017.
5. The applicant will be responsible for providing notice to all residents and business affected by street closures in the affected areas.
 - i. Denmark between High School and Napa Road from 7:15am to 10:45am
 - ii. Macarthur between 2nd St East and Broadway from 7:50am to 11:00am
 - iii. Chase Street between Broadway and Austin Ave from 7:50am to 11:00am
 - iv. France Street between Broadway and Austin Ave from 7:50am to 11:00am
 - v. Patten Street between Broadway and 1st Street East from 7:50am to 11:00am
 - vi. Broadway between Macarthur and the Plaza from 7:50am to 11:00am
 - vii. E. Napa Street between Broadway and 1st St East
6. Applicant will be required to hire a professional traffic safety entity to assist with all detours within City limits.

The Special Events Committee reviewed this proposal at its meeting of October 5, at which time they identified recommended conditions of approval that have been incorporated in the attached Resolution. The CSEC approved the Plaza Use Permit on November 9, 2016 additional details regarding the Plaza Use Permit are included in the attachments.

Council Action

Adopt the resolution approving the use of city streets, which includes the conditions recommended by the Special Events Committee members, including Police, Fire, Public Works and Planning Departments.

Alternative Actions

N/A

Financial Impact

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

Environmental Review

Status

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

- Approved/Certified
- No Action Required
- Action Requested

Attachments:

1. Supplemental Staff Report
2. Draft Resolution
3. 2017 CSEC Pre Event Review Plaza Permit Application 2017 (includes, site plan, SEC conditions, waste minimization plan, and prelim event budget)
4. Staff Memo regarding Destination Races 2017 Revised Plaza Parking Plan
5. 2016 Post Event Review- Approved by CSEC on September 14, 2016

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

SUPPLEMENTAL REPORT

Discussion and Consideration of the Destination Races -Wine Country 1/2 Marathon Request for Street Closures

For the City Council Meeting of November 21, 2016

Background

September 2016, Destination Races (event organizer) submitted a Plaza Permit Application for their Napa to Sonoma Wine Country Half Marathon schedule for July 16, 2017. Included with the Plaza Permit Application was a Street Use Permit, a Permit Application Possession and Consumption of Alcoholic Beverages on City Property, Waste Minimization Plan, Route Map, Site Plan, Event Budget, and Photo of the Finish Line Delineation.

The SEC reviewed the Application on October 5, 2016. The CSEC Post Event 2016 Review (approved September 14, 2016 by the CSEC) was a fundamental component of the review process. The 2016 CSEC post event review was created with input from previous meetings/discussions with the Street Supervisor, Police Chief, Director of Public Works, Fire Marshal and Park Supervisor in an effort to address the issues that were reported during the 2016 event.

The Street Resolution was added to the City Council Agenda on November 7th and was not approved pending request for additional information in order to make a decision, including CSEC review and approval of the Plaza Permit Application.

The CSEC reviewed the Plaza Use Application and the Request to Reserve Public Parking on November 9, 2016 and approved the application unanimously with the additional provisions as noted below.

Event Overview

The Napa to Sonoma Wine Country 1/2 Marathon is in its 14th year. It attracts approximately 3500 runners of which 70% live outside of California (per 2016 Napa to Sonoma Wine Country Half Marathon Breakdown of States and Countries, provided by the organizer). The participants find housing in both Sonoma and Napa Counties. The organizer provides shuttle service from the hotels and designated parking lots (Veterans Building and Arnold Field) to the start of the race Cuvaison Carneros, Napa County. The event ends in the Historic Sonoma Plaza where runners and attendees can participate in wine tasting, eating and listening to music the event ends at noon on Sunday. Estimated total attendance is 8,000 people.

The event is anticipating 25 wineries from Sonoma and Napa Counties pouring wines for participants. They expect 22 exhibitors ranging from Alaska Airlines to FitBit, a recovery tent (20x40) located in front of the Historic City Hall, Crohn's and Colitis Foundation participant area (20x40 tent in the NE quadrant and a 15'x15' food tent), a 16'x24' Stage with bands playing, and a VIP area with their own food service located in the South East quadrant.

The event is comprised of two races the first one; the ½ Marathon departs from Cuvaison Carneros in Napa County and enters the County of Sonoma 2 ½ miles after the start at Ramal Road, it then proceeds down Ramal until it veers on to Dale Road, turns onto Burndale, crossing Hwy 12, it proceeds down Burndale until it crosses Napa Road at Denmark Street, the race continues down Denmark Street until it

reaches the High School, at which point it runs through the High School along the bike path and re-emerges at 2nd Street East at MacArthur Street, the race turns left on MacArthur and turns right onto Broadway until it reaches the Plaza. The course is timed to be completed in 3 hours and 30 minutes, however with 3000 runners it takes up to 10 minutes to cross the start line. The race is slated to start at 7:30am and be completed by the runners by 11:00am.

The second race is the 5K Gun Bun Fun Run which starts at Gundlach Bundschu, it attracts 450 runners. The race merges with the ½ Marathon on Denmark Street so there isn't additional street closures. The race start time is 8:15, 8:20, 8:25 it's a staggered start. The participants arrive at the Plaza within 30 minutes around 9am.

Most of the ½ marathon runners arrive at the Plaza by 10:30am, if they have purchased a VIP pass it allows them access to the VIP area which provides food and beverages. The regular entrance fee for the marathon includes wine tasting post event. Those individuals participating in the Crohn's and Colitis Team Challenge have access to the Crohn's and Colitis function in the North East quadrant of the Plaza which serves food and beverage. For those individuals supporting the runners they have the ability to purchase a tasting glass and enjoy the wine tasting during the event.

The event ends at noon. Most of the vendors are out of the Plaza by 2:00pm except for the party rental company who is responsible for disassembling the tents they are done by 4:00pm.

Set-Up

The event occurs on a Sunday and requires heavy use of the Plaza on the Saturday for set-up. It was observed last year that the setup was impeded by the public enjoying the grounds. In previous years the event setup started at noon, (the Plaza is typically a focal point of Sonoma and being enjoyed by many tourists and locals on Saturdays). During the setup of the 2016 event the rental company was using the placement of tables, chairs and temporary fencing on the ground as a way to take up or stake off the space. It was clear they were trying to secure space already occupied by picnickers in order to erect the tents that were permitted. As a condition of the application approval it is being requested that the event organizer erects the large tents in the NE quadrant before 10am on Saturday morning, all of the fencing, tables and chairs that are to be used in this area can be staged and contained under the tent until 3pm, at which point they can start setting up the area. The idea is to create a safe environment to erect the tent while also mitigating the tripping hazards of having supplies placed on the ground for staging. The organizer will communicate to their vendors to not leave supplies scattered about the plaza.

Busing, Drop-off and Pick-up Locations and Staging

Destination Races and its associated foundations organize and run over 40 buses in and around the Plaza during the Race.

- In 2016 Destination Races ran 11 buses from First St East (Pick up West side of the Mission) to the start of the Race. These buses were for those individuals who were parking in the Veterans building parking lot and Arnold Field lot. It's important to note that in 2016 there was no enforcement of runners parking at the Plaza.
- 5 Buses assigned to shuttle individuals from the Napa Marriott and Napa Best Western Inn at the Vines to the Cuvaison Carneros and from the Plaza back to the hotels in Napa.
- 2 Buses assigned to the Sonoma Mission Inn and Lodge at Sonoma. The pick-up location was on First Street East near the Mission.
- Three other groups associated with Team Challenge (Crohn's and Colitis Foundation) all run buses from various hotels in Napa, Santa Rosa and Sonoma, last year it was over 30 buses, they

are anticipating a reduction in the use of buses in 2017 to 20. They offer pick up directly from the Plaza on First Street East.

- The event organizer is going to change their gear check procedures in 2017, therefore removing the need for gear check buses to be parked on Spain Street.
- In 2017 there will be additional attention to staggering the bus pick up in the Plaza with the goal to eliminate a back up of buses around the Plaza.

Course Management

The race starts in Napa and at the 2 1/2 mile mark enters Sonoma County at Ramal Road. The race enters the City of Sonoma at Denmark Street and 5th Street East. The organizer has requested street closures along parts of the race course. In the past the race course has been treated as a rolling street closure. It was the understanding of the SEC that traffic was being allowed to proceed through intersections, with the aid of traffic enforcement/control. In 2016 it was observed that most of the route/course is run on closed streets with only a few intersections passable by cars during the peak running time of 7:15am-11:00am. The SEC decided that the conditions, timing, and implementation of traffic enforcement/control for the 2017 race should be designated a road closure and follow the rules of notification to residents, enforcement of detours, and traffic controls rules deemed appropriate for road closures. It was also observed that west bound traffic detours needed to be marked (signs and flagman) prior to traffic reaching 2nd Street East. The intersections of 5th Street at Denmark and 8th Street at Denmark will continue to be controlled by CHP officers and traffic will be allowed through the intersections as space between runners allows.

The Special Event Manager received a few calls from residents reporting littering of energy gel packets distributed at a vendor table on the race course and discarded by the runners during the race. The Event Organizer will address this issue with the organization they hire to sweep the course and ensure that this issue is mitigated in the future.

Following is the list of action items derived from discussion between the SEC, the Event Organizer, and CSEC regarding the Street Closures:

- Event organizer to hire a professional traffic safety entity to assist with the creation of the detour plan and implementation/management of all detours within the City limits. The SEC would like to see traffic heading west diverted earlier by starting the detours at of 5th Street East and 8th Street East, this will allow individuals to make a decision to proceed North toward East Spain Street or cross Denmark Street and by-pass the Plaza completely by heading South and then West. Additional routes include diversion down 2nd Street East to Spain Street and down 8th Street to either Napa Street or Napa Road.
- The course will completely open at 11am to traffic, the Event Organizer will ensure there are enough volunteers to move barricades off to the side of the road and traffic will be allowed to flow. At that time all runners/walkers left on the course will be notified that the streets are open to vehicles and they will be asked to move to the sidewalk.
- At 11:00am MacArthur will be completely re-open, a crossing guard will be in place to help the remaining runners cross at 2nd Street.
- The Event Organizer is going to hire two individuals to manage traffic control down the East bound lane of MacArthur, when there are spaces between runners.
- 30 days prior to the event the Street Supervisor, Event Organizer, the professional traffic safety entity, Sonoma Police Chief, representatives of volunteer organizations assisting with course management within the City limits and the City of Sonoma Special Events Manager will meet to review the execution of the proposed detours.
- All costs associated with the course management are the responsibility of the Event Organizer.

- Event Organizer will be required to pay for all public parking spots that are impacted by the course.
- In addition to notification to all residents the Event Organizer will be required to place an ad in the local newspaper one week prior to the event, the ad needs to contain the route map, closure times, detour options and a contact number.

Parking

In 2016 the Event Organizer requested the reservation of 91 parking spaces adjacent to the Plaza. The Street Supervisor approved a total of 79 parking spaces. The parking spaces were used in the following ways: 12 for Winery Load In and Load Out along West Spain Street, 27 spaces on East Spain Street for the Gear Buses, 22 Parking spaces on First Street East for the Crohn's and Colitis Buses, 13 Vendor Parking Spaces along East Napa Street, 5 Staff Parking spaces on West Napa Street. Concerns that arose during the 2016 event included loss of visibility for pedestrians crossing the street due to Vendor Trucks parking close to the cross walks, lack of parking for visitors due to vendors and race participants parking in the Plaza in the morning, inability to proceed down Spain Street due to Vendor Trucks parked in the commercial loading and unloading zones. The Event Organizer included parking instructions to all registrants in their pre-event materials, however there was no onsite enforcement of parking.

The original 2017 Reservation for Parking request was for the same amount of parking spaces to be used in a similar manner as 2016. During the application process there was discussion with the Event Organizer regarding the buses parked adjacent to the Plaza, they have changed the original request. In 2017 they are proposing to change how they handle the gear of the runners. Instead of having the buses staged on East Spain Street they will have runners place their gear in a truck and the truck will be unloaded onsite at the Plaza and the gear will be sorted and handed out, reducing the need to have the gear buses parked on Spain Street. This will free up 14 of the 27 spaces for visitors to the Plaza on East Spain Street, they are requesting the remaining 14 spaces located along East Spain Street to be used for Winery Load In and Load Out. Below is a list of action items that have been discussed and agreed upon.

- Event Organizer will communicate to all vendors in advance of the event the parking rules and restrictions.
 - Event organizer will hire two individuals to monitor the parking around the Plaza and enforce the vendor parking rules.
 - Vendors can only park in designated vendor parking spots or parking lots designated as vendor parking.
 - The parking stalls in proximity to cross walks are not to be used for vendor parking or bus parking.
 - Vendors will be notified that they cannot park in the commercial unloading zones around the Plaza during the event times 8:00am- noon on Sunday.

As part of CSEC discussion there was a discussion of a revised parking application, which would allow the Event Organizer to rope off all of the parking adjacent to the Plaza from 6:00am-8:00am on Sunday morning pre-race. The Event Organizer would then open up the parking not reserved for the Event back to the general public approx 78 parking spaces at 8:00am. The thought was to try to mitigate racers from parking in the Plaza and force them to park in the designated parking areas of Arnold Field and Veterans Parking lot. This revised parking plan was sent back to the Street Supervisor for his review and he didn't approve the plan. (*refer to memo Destination Races 2017 Revised Plaza Parking Plan*)

Event Financials

The Event Organizer has submitted a preliminary budget with their application (please see attachment Plaza Permit Application). The rates and locations for some of the ancillary events have not been determined to date, included below is a list of ancillary events from the 2016 event and the rates associated with the ticket price. It currently includes the following figures:

Total Income of \$612,000.00 (includes sponsor, race entry fees, expo, wine/glass, merchandise)

Direct/Operational Expense of \$283,000.00

Overhead Expense at \$281,500.00

Operating Profit of \$46,900.00

Breakdown of ticket fees from 2016:

VIP Ticket: \$350.00

Race Entrance Fee: \$165.00 (fee includes wine glass and tasting at the festival)

5K Fun Run Bun Run Entrance Fee \$30.00 (without wineglass/tasting) or \$55 (with wine glass/tasting)

2016 Ancillary Events Included - (to date not all venues are secured for 2017 however the Organizer has plans to continue with similar ancillary events for 2017)

- Welcome Reception Cuvaison in Napa County-Separate ticket \$45.00 unless the participant registers as a VIP
- The Saturday Expo Cornerstone Sonoma -Free and open to public (expense not included in the event budget)
- Pre-Race Dinner Ramekins- Separate ticket \$85.00 (costs included in the 2017 budget submitted as part of the Plaza Permit Application)
- Post-Race Celebration- Free but RSVP required

Financial Impact

The Event Organizer has submitted a 2012 Race Economic Impact Analysis and 2016 attendee breakdown by geographic location, this information was discussed during the Nov. 9th CSEC meeting. The main discussion was around the number of individuals from out of town and how to quantify the time they spend in the Plaza pre and post event and the financial impact to local businesses, restaurants and hotels.

In 2017 it is estimated that Destination Races will pay approximately \$17,445.00 * to the City of Sonoma. All costs incurred by the City of Sonoma for the production of the Wine Country 1/2 Marathon are reimbursed by the Event Organizer. ** fees are based on the 2016 fees schedule and are approximate.*

Break down of the fees:

\$8,531.00 for the use of the Plaza, Street Use Permit and Alcohol Permit for the two day event.

\$1856.00 for the reservation of parking adjacent to the Plaza

\$3,520.00 for the parking fees associated with street closures

\$1,066.00 for the use of equipment associated with the Street Closures

\$2,472.00 for materials associated with closing of the Streets.

Contribution to Local Non Profits in 2016: \$32,000*

Hannah Boys Center provided volunteers to help with the event and they received a donation of \$20,000.00 Native Sons provides volunteers to help with the event and they received a donation of \$2,200.00. The remaining \$9,800 was donated to FAHA, Mentoring Program, Sonoma Valley High School, and few other local non profits.

*Per the Special Event Policy section 3.3

Events that are sponsored by a for-profit organization are required to donate either 10% of gross event revenue or 40% of net revenue whichever number is larger to local Sonoma Valley non-profit organizations.

During the CSEC 2017 pre-event review the contribution to local non-profits was discussed at length and it was determined that if the Event Organizer wanted to reduce his contribution from the estimated amount of charitable donations of \$61,200.00 that they would need to get City Council approval. In the Nov 9th CSEC meeting it was discussed that in previous years there has been an understanding between CSEC and the Event Organizer that the calculation of the charitable donation would only be calculated on those revenues generated inside the Plaza and not on the overall budget for the event. Since this is a race that starts in Napa and occurs over multiple days it has been unclear on what % of revenue is used to determine the donation to non-profits, and there doesn't seem to be any formal documentation of the process used in previous years. The Event Organizer did mention that this event is one of Crohn's and Colitis largest fundraisers, and has raised millions for the foundation over the years through the Team Challenge.

Recommendation

Review the documentation provided, provide feedback to the Event Organizer and either decide to approve the Street Resolution or request additional information from the Event Organizer for a decision at a later date or not approve the Street Resolution.

CITY OF SONOMA

RESOLUTION # _____.2016

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA APPROVING AND
CONSENTING TO THE USE OF CITY STREETS FOR THE WINE COUNTRY HALF
MARATHON ON SUNDAY, JULY 16, 2017**

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

WHEREAS, the Napa to Sonoma Wine Country Half Marathon will temporarily impede and restrict the free passage of traffic over city streets and State Route 12 on July 16, 2017 between the hours of 7:50 a.m. and 11:00 a.m.

WHEREAS, the application for the use of city streets was brought forward to the City Council at its meeting of November 21, 2016.

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

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

The foregoing Resolution was duly adopted this 21ST day of November 2016, by the following vote:

Ayes:
Noes:
Absent:

Laurie Gallian, Mayor

ATTEST:

Rebekah Barr, MMC, City Clerk

MEMO

To: Community Services and Environment Commission

Staff: Lisa Janson /Special Event Manager

Agenda Item: Napa to Sonoma Wine Country Half Marathon
Plaza Permit Application

Sponsor: Destination Races

2017 Date of use: July 15 and 16, 2017; Saturday Set-up, Race on Sunday
Areas of use: SE, NE, and NW Sections, Horseshoe Pavement, Rear Parking Lot

The Special Event Committee (SEC) considered the event application on September 7, 2016. The Street Use Application associated with the race is being considered by the City Council on November 7, 2016.

Special Event Committee Discussion and Conditions of Approval:

SECTION I. Road Closures

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

1. Closure of East Napa Street between Broadway and First Street East 6:30 a.m. until 11:00 a.m. on Sunday July 16, 2017.
2. Closure of the north-bound far right lane of Broadway between East MacArthur and the Plaza (including Road closure signs at Chase, France and Patten Streets) 7:15 a.m. until 11:00 a.m. on Sunday July 16, 2017.
3. Closure of East MacArthur Street between Second Street East and Broadway 7:50 a.m. until 11:00 a.m. on Sunday July 16, 2017.
4. Closure of Denmark Street between High School and Napa Road 7:15 a.m. until 10:45 a.m. on Sunday July 16, 2017.
5. The applicant will be responsible for providing notice to all residents and business affected by street closures in the affected areas.
 - i. Denmark between High School and Napa Road from 7:15am to 10:45am

- ii. Macarthur between 2nd St East and Broadway from 7:50am to 11:00am
 - iii. Chase Street between Broadway and Austin Ave from 7:50am to 11:00am
 - iv. France Street between Broadway and Austin Ave from 7:50am to 11:00am
 - v. Patten Street between Broadway and 1st Street East from 7:50am to 11:00am
 - vi. Broadway between Macarthur and the Plaza from 7:50am to 11:00am
 - vii. E. Napa Street between Broadway and 1st St East
6. Applicant will be required to hire a professional traffic safety entity to assist with all detours within City limits.
 7. Notify Shell Vista Fire with the race route and times.

SECTION II Pre Event Meetings

1. Meet three weeks prior to event with the Streets Supervisor. Streets Supervisor to review and approve the Permit Application for Reservation of Public Parking;
2. Meet three weeks prior to event with the Parks Supervisor and invite entities responsible for recycling program, cleaning of the restrooms, and garbage.

SECTION III POLICE DEPARTMENT

1. The Police will require extra staffing as follows: 1 sergeant from 0700 to 1200 hours; 1 deputy from 0700 to 1400 hours; 1 community services officer from 0700 to 1200 hours.
2. Obtain necessary alcohol permits.
3. Provide 10 crowd managers for onsite, names to be provided to Lisa Janson Event Manager three weeks prior to the event.
4. Designate a "free speech area".

SECTION IV STREETS DEPARTMENT

1. Streets Supervisor to review and approve the Permit Application for Reservation of Public Parking. Work with the Street Supervisor to ensure that reserved parking spaces are released back into inventory for the public use as early as possible on Sunday afternoon.
2. If parking is proposed to be restricted at Depot Park a Depot Park Permit Application shall be submitted.
3. If parking is proposed to be restricted at Arnold Field the event coordinator shall coordinate with Mario Alioto at (707) 996-2911.

SECTION V PARKS DEPARTMENT

1. Water barrels for tent support shall not be filled with City water. After event the water can be used to water plants, please be sure to not dispose of the water in the storm water drains.
2. No trucks shall drive in the Plaza Park with the exception of the horseshoe pavement. ATV must be kept on hard surface unless turf tires are used. A golf cart may drive on the turf.
3. All food vendors need to have a protective barrier underneath all cooking devices to protect the ground from spills.
4. The organizer is responsible for monitoring and restocking the restrooms every ½ hour or as needed during the event. Post event the organizer is responsible for cleaning the restrooms and emptying the trash.

SECTION VI FIRE SAFETY

1. A standby ambulance is required 5 Hours of ALS ambulance stand-by cost is \$645.00 (\$129.00 per hour).
2. Keep horseshoe access clear. EVA is based on the dimensional needs of the jurisdictions vehicles. 20 feet is required around the entire horseshoe. Turns in the horseshoe for fire engines require a 32 foot radius. The recovery tent will need to be situated in a way that it doesn't impede this requirement.
3. Provide barricade monitors.
4. Generators require fire extinguishers.
5. Fire extinguishers are required for all cooking mediums (propane, charcoal).
6. Tents greater than 400 square feet require a separate permit/inspection.
7. Tents without sidewalls over 700 sq. ft. shall be permitted and inspected.
8. Tent Application requirements (Information must be provided by the tent vendor) *some items may not be applicable.
 - a. Site Plan (clearances to buildings, parking etc.
 - b. Tent interior plan
 - c. A statement which identifies the intended use of all the structures and the dates for which the permit is required. Dates shall include the specific dates of installation, use and removal
 - d. Location and dimensions of tables
 - e. Location and types of all other interior obstacles
 - f. Exit locations: dimensions required for exits as required by the CFC 3103.12
 - g. Location of all aisles and emergency exit pathways to be maintained per CFC 3103.12.5.1 and 3104.23
 - h. Location of NO SMOKING signs per CFC 3104.6
 - i. Location and types of means of egress illumination, including proposed power source(s) per CFC 3103.12.7
 - j. Location and types of EXIT signs, including the means of illumination per CFC 3103.12.6
 - k. Location of portable fire extinguishers per CFC 3104.12 and CFC 906

- l. Flame retardant certificate(s) for tent/canopy material per CFC 3104.2 treatment of tents, canopies, membrane structures and their appurtenances; sidewalls, drops and tarpaulins; floor coverings, bunting and combustible decorative materials and effects, including sawdust when used on floors or passageways, shall meet the flame propagation performance of NFPA 701 or shall be treated with an approved flame retardant per 3104.2.
 - m. Location and type(s) of proposed heating and/or cooking equipment or open flame devices to be used in conjunction with the event: (CFC 3104.15)
 - n. The proposed maximum occupant load per CFC 3104.14 and CFC Chapter 10. Maximum occupant load shall be posted when the occupant load exceeds 50 persons.
9. Tent Application Permit Fees are \$127.00 and field inspections are \$127 per hour. The costs will likely be \$254.00 for 1 hour of permit review and 1 hour for inspections.
10. Resubmit a Public Safety Plan 30 days in advance and ensure that it has crowd managers' names and responsibilities listed. Please include names of individuals responsible for moving barricades onsite.

SECTION VII CITY REQUIREMENTS

1. Please note all fees quoted and paid to date are based on 2016 fee schedule and the applicant will be responsible for paying the difference between the 2016 and 2017 set fees.
2. The Special Events policy Section 3.3 under Restrictions, Requirements, and Guidelines states a Minimum Contributions (not applicable to locally based tax-exempt non-profit organization)
 - Events that are sponsored by a for-profit organization (as defined in this policy) shall donate a minimum of 10% of gross revenue or 40% of the net profits (whichever is greater) to one or more locally based non-profit organizations. The amount of donation to each specified non-profit beneficiary shall be submitted at the post event review meeting.

If any special concession is going to be made to the minimum contribution required by any event, the CSEC can discuss and make a recommendation to City Council at which point City Council can vote on whether to approve or not.
3. The event organizer has been permitted to start set up earlier in the morning on Saturday July 15, 2017, by making this allowance the organizer shall erect the main tents prior to citizens arriving to enjoy the park. The organizer is not to erect any of the temporary fencing and table and chairs until after 3pm on Saturday in the North East section of the Plaza. Staging of tables, chairs, fences, etc. will be contained within the tent structures until the appropriate time.
4. The organizer will need to order 25 portable restrooms and 9 handwashing stations based on the expected attendance of 8000 people.
5. All busses in staging areas are required to turn off their engines.

6. A complete vendor (any supplier, sponsor, food vendor, volunteer organization) list is required 30 days in advance, the list must include full contact information (email and phone), the service they're providing, size of structure and type of structure (assignment of location on Plaza Map), if a cooking vendor type of cooking medium (propane, charcoal etc.)
7. All vendors will be responsible for obtaining a City of Sonoma Business License and appropriate certificate on insurance on file. An event day license can be purchased for a fee of \$23.
8. Certificate of Insurance is required to be on file one month prior to the event.
9. If monitoring is required for the 2017 event it will occur at a rate not to exceed \$51.75 per hour not to exceed six hours.
10. If additional food trucks and or sponsors are proposed in conjunction with the event a revised site plan shall be submitted by April 17, 2017.

Plaza Use Committee Members: Fire Marshal Jones, Sergeant Carver; Parks Supervisor Melberg; Street Supervisor Merrill, Special Event Manager Janson.

Special Event Committee recommendation: **Approve application subject to the conditions of approval.**

Recommended CSEC Action:

- **Approve the City Use Application subject to the Special Event Committee conditions of approval.**

Attachments:

- Plaza Permit Application (SEC Conditions)
- Picture of finish line delineation
- Event map (Plaza-North and Plaza-South)
- Map legend
- Permit Application Possession and Consumption of Alcoholic Beverages on City Property
- 2017 Financials
- Permit Application for Use of City Streets
- Resolution (xxx) Approving and Consenting to the Use of City Streets Wine Country Half Marathon 2017 (will hand out at the CSEC meeting)
- Waste diversion information

cc: Matt Dockstader, via email

Kevin Pool, via email



City of Sonoma
 No. 1 The Plaza
 Sonoma CA 95476

(707) 938-3681

PLAZA PERMIT APPLICATION

Revised 12/3/15



NAME OF EVENT: Napa to Sonoma Wine Country Half Marathon EVENT DATE(S): July 16, 2017

Sponsoring Organization: Destination Races / Hanna Boys Center

New Event Returning Event Non Profit Tax-exempt organization (Tax Exempt letter required)

Event Contact Person Matt Dockstader Title: _____

Mailing Address: 1224 Spurring Rd Sonoma CA 95476
 Street or P.O. Box City State Zip

Daytime phone: 707-933-1769 Email: matt@destinationraces.com

Plaza Area(s) Requested

SE Section NW Section Amphitheater Horseshoe Pavement
 NE Section SW Section Rear Parking Lot

Hours of Use (Include Set-up & Clean-up)

EVENT DATES: YEAR: 2016	Start Time - Set-Up:	Event Start Time:	Event End Time:	End Time - Tear Down & Clean-up:	Estimated Attendance:
Date(s): <u>7/15/17</u>	<u>8 AM</u>		<u>8 PM</u>		
Date(s): <u>7/16/17</u>		<u>8 AM</u>	<u>Noon</u>	<u>noon - 4pm</u>	<u>8000</u>

THIS SECTION TO BE COMPLETED BY STAFF:

Rental Fees Per Day:	Maintenance Fees:	Security Deposits:
# <u>2</u> of Days x Fee	# <u>5</u> of Areas	# <u>2</u> of Days Fee x Area / Section
<u>2</u> x SE Section \$400 \$ <u>800</u>	___ x \$93 (1- 12 hrs) \$ ___	<u>2</u> x (SE Section) x \$200 \$ <u>400</u>
<u>2</u> x NE Section \$300 \$ <u>600</u>	___ x \$187 (12-24 hrs) \$ ___	<u>2</u> x (NE Section) x \$200 \$ <u>400</u>
___ X SW Section \$300 \$ ___	<u>5</u> x \$312 (24-36 hrs) \$ <u>1560</u>	___ X (SW Section) x \$200 \$ ___
<u>2</u> x NW Section \$300 \$ <u>600</u>	___ x \$500 (36-48 hrs) \$ ___	<u>2</u> X (NW Section) x \$200 \$ <u>400</u>
___ X \$200 Amphitheater \$ ___	___ x \$750 (> 48 hrs) \$ ___	___ X (Amphitheater) X \$200 \$ ___
<u>2</u> x \$200 Horseshoe Pavement \$ <u>400</u>	MAINTENANCE FEE: \$ <u>1560</u>	<u>2</u> X (Rear Parking) X \$200 \$ <u>400</u>
<u>2</u> x \$300 Rear Parking \$ <u>600</u>		<u>2</u> X (Horseshoe Pavement) X \$200 \$ <u>400</u>
<u>1</u> \$238 Barricade: Plaza Entrance \$ <u>238</u>	Reservation of Public Parking: \$238 + \$20 per # of spaces per day.	
RENTAL FEE: \$ <u>3238</u>	PARKING FEE: \$ <u>TBD</u>	REFUNDABLE DAMAGE DEPOSIT: \$ <u>2000</u>

Fees below are based on 2016 fees and subject to change. Event Organizers is responsible for 2017 fees. Insurance is required & must be submitted two weeks prior to the event.

Application Fee Small scale vs. large scale event \$306-\$958	\$ 958	Park 100-00000-000-30702	Insurance is required & must be submitted two weeks prior to the event.
Rental Fee	\$ 3238	Park 100-00000-000-30702	Insurance provided by your organization:
Maintenance Fee	\$ 1560	Park 100-00000-000-30702	Yes <input type="checkbox"/> No <input type="checkbox"/>
Damage Deposit	\$ 2000	750-00000-000-22950	
Parking Fee	\$ TBD		Other:
ALCOHOL PERMIT: Attached form)	256	Park 100-00000-000-30702	Gales Creek www.galescreek.com
Fire Dept. Inspection Fees:			
STREET USE PERMIT: \$519.00 Attached form)	\$ 519 ⁰⁰	Encro 100-00000-000-30203	RVNA http://www.rvnuclo.com/specialevent.html
Business License Organizer * Plus Day Fee for Vendors **		\$187 for organizer for profit; \$25 per vendor per event	
TOTAL DUE:	\$ 8531	Application is incomplete until all fees are paid.	

Approved as a small scale event, no further review necessary: Date: _____ Approved by: _____

PROVIDE A COMPLETE DESCRIPTION OF THE EVENT:

PLAZA EVENT MAP: On the attached Plaza map indicate the location of all major features (including all temporary structures, fences) and activities. For large events use a scale of 1 inch equals 20 feet (20" x 25" maps are available).

- | |
|---|
| Include on the map – location, dimensions and type of structure: |
| <ul style="list-style-type: none"> Canopies, tents, booths, stages, platforms, beer gardens, cooking areas, tables, chairs, vehicles, trailers, trash containers, dumpsters, generators, portable toilets, barricades, first aid facilities or ambulances exit locations, transportation buses, signs, etc. |
| Include a list (map key) of each structure: |
| <ul style="list-style-type: none"> Name of structure, activity (e.g. VIP area, registration, catering station, etc.) plus dimensions (width, length, height), how they will be supported and structural material (or submit a picture of the material being used). Staking or fencing to delineating activity areas is discouraged and requires CSEC and Parks Department approval. |
| <ul style="list-style-type: none"> Vendors require a one day event business license. For-profit events must comply with the City of Sonoma policy regulating Food and Beverage Ticket Sales. |

* Attach additional sheets as necessary to describe event components below.

EVENT COMPONENTS: (Please indicate which of the following components are included in your event)

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Canopies or Tents | <input checked="" type="checkbox"/> Use of City Streets | <input checked="" type="checkbox"/> Banner Sign on historic directory (by permit only) |
| | <input checked="" type="checkbox"/> Reservation of Public Parking | <input checked="" type="checkbox"/> Water Needed |
| <input checked="" type="checkbox"/> Food Vendors (Vendor list required) | <input checked="" type="checkbox"/> Food cooked on site | <input checked="" type="checkbox"/> Electricity Needed |
| <input checked="" type="checkbox"/> Alcohol Permit and ABC | <input checked="" type="checkbox"/> Booths, Temporary Structures | <input checked="" type="checkbox"/> Barricades (security) |
| <input checked="" type="checkbox"/> Plaza Light Pole Banners: (DRHPC application) | <input checked="" type="checkbox"/> Amplified Sound or Music | <input checked="" type="checkbox"/> Fencing or delineating areas (by permit only) |

CANOPIES, TENTS & STAKING – Tents & Canopy standards are provided by the Fire Department during the SEC meeting review; heating and cooking safety is also reviewed. Due to underground utilities, no stakes - metal, wood, or any type of stake shall be driven into the lawn area without authorization from the Public Works Department.

FOOD VENDORS – Provide a LIST of all vendors before event (all must have a City business license); cooking safety reviewed by the Fire Department. If food vendors are selling direct to event participants, 40% is given back to a local non-profit. Food vendors may use tents and canopies with CSEC event review and approval.

VENDORS – Vendors must have a one day event business license. A vendor list must be provided to staff one week before the start of the event. The event Manager will make one payment (\$23 for each vendor) to the City. If a for-profit vendor is selling direct to public/participants, they must contribute 40% to the non-profit sponsor.

ALCOHOL SERVED – Submit a completed Permit Application for Possession and Consumption of Alcoholic Beverages on City Property along with your Plaza Use Application. Following CSEC review, approval by the Police Chief and the City Manager will be required.

USE OF CITY STREETS & STREET CLOSURES – Requires approval by the City Council and Police Department. Submit a completed Permit Application for Use of City Streets along with your Use Application. Attach detailed maps that will be reviewed with the Police Department, showing streets and route being proposed. Requests to close some portion of Highway 12 Broadway, W. Napa Street, and/or Sonoma Highway- must also be approved by Caltrans Encroachment Permit: 707-762-5540.

PROPOSED BUDGET: Please attach your proposed budget (income and expenses). _____

SECURITY PLAN: Please describe your Security Plan (final will be approved by the Police Chief). *2 Security Guards, 10 Crowd Monitors, Sheriff Officers + CHP for Traffic Control*

RECYCLING PLAN: Special Events Waste Minimization Planning form. Attach for all events. *Green Mary*

ADDITIONAL PERMITS REQUIRED:

- | | |
|---|---|
| <input checked="" type="checkbox"/> City Alcohol Permit | <input checked="" type="checkbox"/> Caltrans Encroachment Permit |
| <input checked="" type="checkbox"/> City Street Use Permit (City Council) | <input checked="" type="checkbox"/> City Business License (all vendors) |
| <input checked="" type="checkbox"/> ABC Alcohol License | <input checked="" type="checkbox"/> Reservation of Public Parking |

SPECIAL EVENTS COMMITTEE REVIEW (SEC)
CONDITIONS OF APPROVAL

SECTION I. Road Closures

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

1. Closure of East Napa Street between Broadway and First Street East 6:30 a.m. until 11:00 a.m. on Sunday July 16, 2017.
2. Closure of the north-bound far right lane of Broadway between East MacArthur and the Plaza (including Road closure signs at Chase, France and Patten Streets) 7:15 a.m. until 11:00 a.m. on Sunday July 16, 2017.
3. Closure of East MacArthur Street between Second Street East and Broadway 7:50 a.m. until 11:00 a.m. on Sunday July 16, 2017.
4. Closure of Denmark Street between High School and Napa Road 7:15 a.m. until 10:45 a.m. on Sunday July 16, 2017.
5. The applicant will be responsible for providing notice to all residents and business affected by street closures in the affected areas.
 - i. Denmark between High School and Napa Road from 7:15am to 10:45am
 - ii. Macarthur between 2nd St East and Broadway from 7:50am to 11:00am
 - iii. Chase Street between Broadway and Austin Ave from 7:50am to 11:00am
 - iv. France Street between Broadway and Austin Ave from 7:50am to 11:00am
 - v. Patten Street between Broadway and 1st Street East from 7:50am to 11:00am
 - vi. Broadway between Macarthur and the Plaza from 7:50am to 11:00am
 - vii. E. Napa Street between Broadway and 1st St East
6. Applicant will be required to hire a professional traffic safety entity to assist with all detours within City limits.
7. Notify Shell Vista Fire with the race route and times.

SECTION II Pre Event Meetings

1. Meet three weeks prior to event with the Streets Supervisor. Streets Supervisor to review and approve the Permit Application for Reservation of Public Parking.
2. Meet three weeks prior to event with the Parks Supervisor and invite entities responsible for recycling program, cleaning of the restrooms, and garbage.

SECTION III POLICE DEPARTMENT

1. The Police will require extra staffing as follows: 1 sergeant from 0700 to 1200 hours; 1 deputy from 0700 to 1400 hours; 1 community services officer from 0700 to 1200 hours.
2. Obtain necessary alcohol permits.
3. Provide 10 crowd managers for onsite names to be provided to Lisa Janson Event Manager three weeks prior to the event.
4. Designate a "free speech area".

SECTION IV STREETS DEPARTMENT

1. Streets Supervisor to review and approve the Permit Application for Reservation of Public Parking. Work with the Street Supervisor to ensure that reserved parking spaces are released back into inventory for the public use as early as possible on Sunday afternoon.
2. If parking is proposed to be restricted at Depot Park a Depot Park Permit Application shall be submitted.
3. If parking is proposed to be restricted at Arnold Field the event coordinator shall coordinate with Mario Alioto at (707) 996-2911.

SECTION V PARKS DEPARTMENT

1. Water barrels for tent support shall not be filled with City water. After event the water can be used to water plants, please be sure to not dispose of the water in the storm water drains.
2. No trucks shall drive in the Plaza Park with the exception of the horseshoe pavement. ATV must be kept on hard surface unless turf tires are used. A golf cart may drive on the turf.
3. All food vendors need to have a protective barrier underneath all cooking devices to protect the ground from spills.
4. The organizer is responsible for monitoring and restocking the restrooms every ½ hour or as needed during the event. Post event the organizer is responsible for cleaning the restrooms and emptying the trash.

SECTION VI FIRE SAFETY

1. A standby ambulance is required 5 Hours of ALS ambulance stand-by cost is \$645.00 (\$129.00 per hour).
2. Keep horseshoe access clear. EVA is based on the dimensional needs of the jurisdictions vehicles. 20 feet is required around the entire horseshoe. Turns in the horseshoe for fire engines require a 32 foot radius. The recovery tent will need to be situated in a way that it doesn't impede this requirement.
3. Provide barricade monitors.
4. Generators require fire extinguishers.
5. Fire extinguishers are required for cooking mediums (propane, charcoal).
6. Tents greater than 400 square feet require a separate permit/inspection.
7. Tents without sidewalls over 700 sq. ft. shall be permitted and inspected.

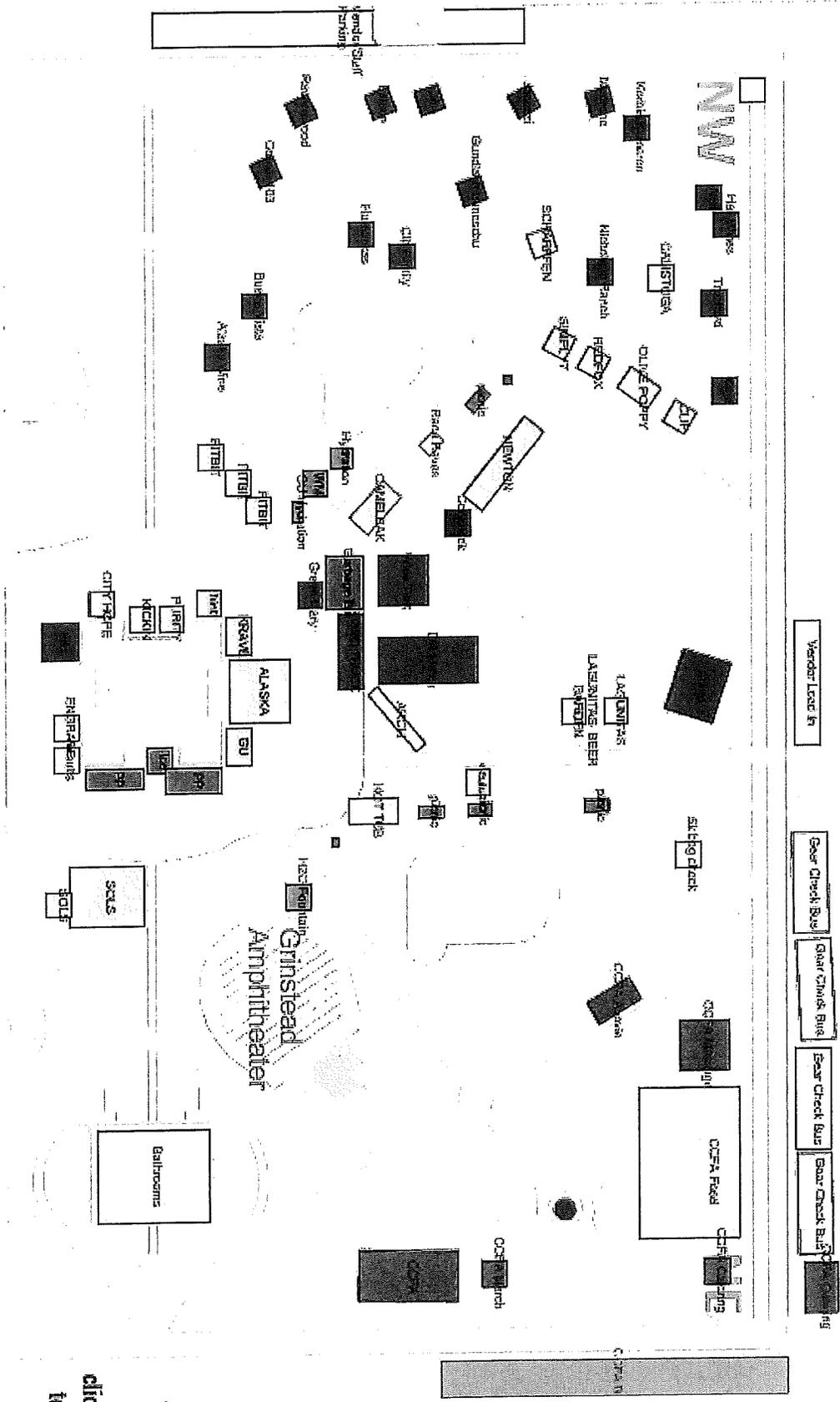
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 - b. Tent interior plan
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 - l. Flame retardant certificate(s) for tent/canopy material per CFC 3104.2 treatment of tents, canopies, membrane structures and their appurtenances; sidewalls, drops and tarpaulins; floor coverings, bunting and combustible decorative materials and effects, including sawdust when used on floors or passageways, shall meet the flame propagation performance of NFPA 701 or shall be treated with an approved flame retardant per 3104.2.
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1. Please note all fees quoted and paid to date are based on 2016 fee schedule and the applicant will be responsible for paying the difference between the 2016 and 2017 set fees.
2. The event organizer has been permitted to start set up earlier in the morning on Saturday July 15, 2017, by making this allowance the organizer shall erect the main tents prior to citizens arriving to enjoy the park. The organizer is not to erect

- any of the temporary fencing and table and chairs until after 3pm on Saturday in the North East section of the Plaza. Staging of tables, chairs, fences, etc. will be contained within the tent structures until the appropriate time.
3. The organizer will need to order 25 portable restrooms and 9 handwashing stations based on the expected attendance of 8000 people.
 4. All busses in staging areas are required to turn off their engines.
 5. A complete vendor (any supplier, sponsor, food vendor, volunteer organization) list is required 30 days in advance, the list must include full contact information (email and phone), the service they're providing, size of structure and type of structure (assignment of location on Plaza Map), if a cooking vendor type of cooking medium (propane, charcoal etc.)
 6. All vendors will be responsible for obtaining a City of Sonoma Business License. An event day license can be purchased for a fee of \$23.
 7. If monitoring is required for the 2016 event it will occur at a rate not to exceed \$51.75 per hour not to exceed six hours.
 8. If additional food trucks and or sponsors are proposed in conjunction with the event a revised site plan shall be submitted by April 17, 2017.

Plaza-North



Napa to Sonoma Wine Country Half Marathon Legend

July 16, 2017

Exhibitors (10x10)=yellow

Wineries (two umbrellas at each)=red

CCFA-orange. 20x40 tent, 15x15 food tent (NE quadrant)

Recovery Tent-20x40 (In front of City Hall)

Wine Glass Tent-20x30 (behind dumpster enclosure)

Massage tent-15x15

Merchandise tent-20x20

Stage-16x24

VIP-10x10 tent, 4 umbrellas

Bus Staging

Participant Bus Staging and Loading:

5:15-7:15am-Buses will transport runners from 1st Street East by Little League fields to the start of the races at Cuvaison Carneros and Gundlach Bundschu

10:00am-Noon: Buses will pull up along the barracks on 1st Street East to load passengers and depart to the various destinations.

8:00am-Noon: Gear Buses will stage on East Spain St

Team Challenge Bus Staging:

7:00am-Noon: 3 Team Challenge buses will stage at Sonoma Valley High School. After race, Team Challenge buses will pick up along 1st St East (NE corner of Plaza), 1 bus picks up at a time.

Event Budget/Project Funding

Income	2017 Budget	2016 Actual	2015 Actual
Registration / Admission Charge	572,000	539,949	-
Sponsorships	12,000	20,000	-
Wine Glass / Beer / Merchandise	18,000	4,988	-
Exhibitors (Expo and Festival)	10,000	10,625	-
Total Income	612,000	575,562	

Direct/Operational			
Extra Staff	11,000	10,115	-
Course Operations	12,000	9,365	-
Speakers / Band	2,800	2,830	-
Law Enforcement / Security	8,000	6,351	-
Timing Company	16,000	15,241	-
Transportation	25,000	24,745	-
Medical	10,000	9,336	-
Waste Removal	4,000	2,994	-
Portable Toilets	12,000	11,523	-
Truck Rental	800	589	-
Other Equipment Rental and Party Rental	42,000	45,540	-
Signage	6,000	912	-
Permits/Licenses/Venue Fees (such as City Fees)	16,000	15,000	-
Insurance	4,000	3,000	-
Cost of Welcome Reception / Pre Race Dinner / Other Hospitality	40,000	38,082	-
Photographer/Videographer	4,000	3,936	-
Participant Awards (Shirts, Medals, Wine Glasses)	60,000	52,992	-
Staff Travel / Lodging	5,000	3,287	-
Event Supplies	5,000	3,964	-
Total Direct/Operational Costs	283,600	259,802	

Gross Margin	328,400	315,760	-
Margin %	54%	55%	0%

Overhead Expenses	2016 Budget	2016 Budget	2015 Actual
Administrative			
Salaries & Wages (provide breakdown by position on separate sheet)	200,000	190,000	-
Overhead (Facilities, Office Costs, Bank / Credit Card Fees, Legal and Accounting, Communications, Insurance)	40,000	40,000	-

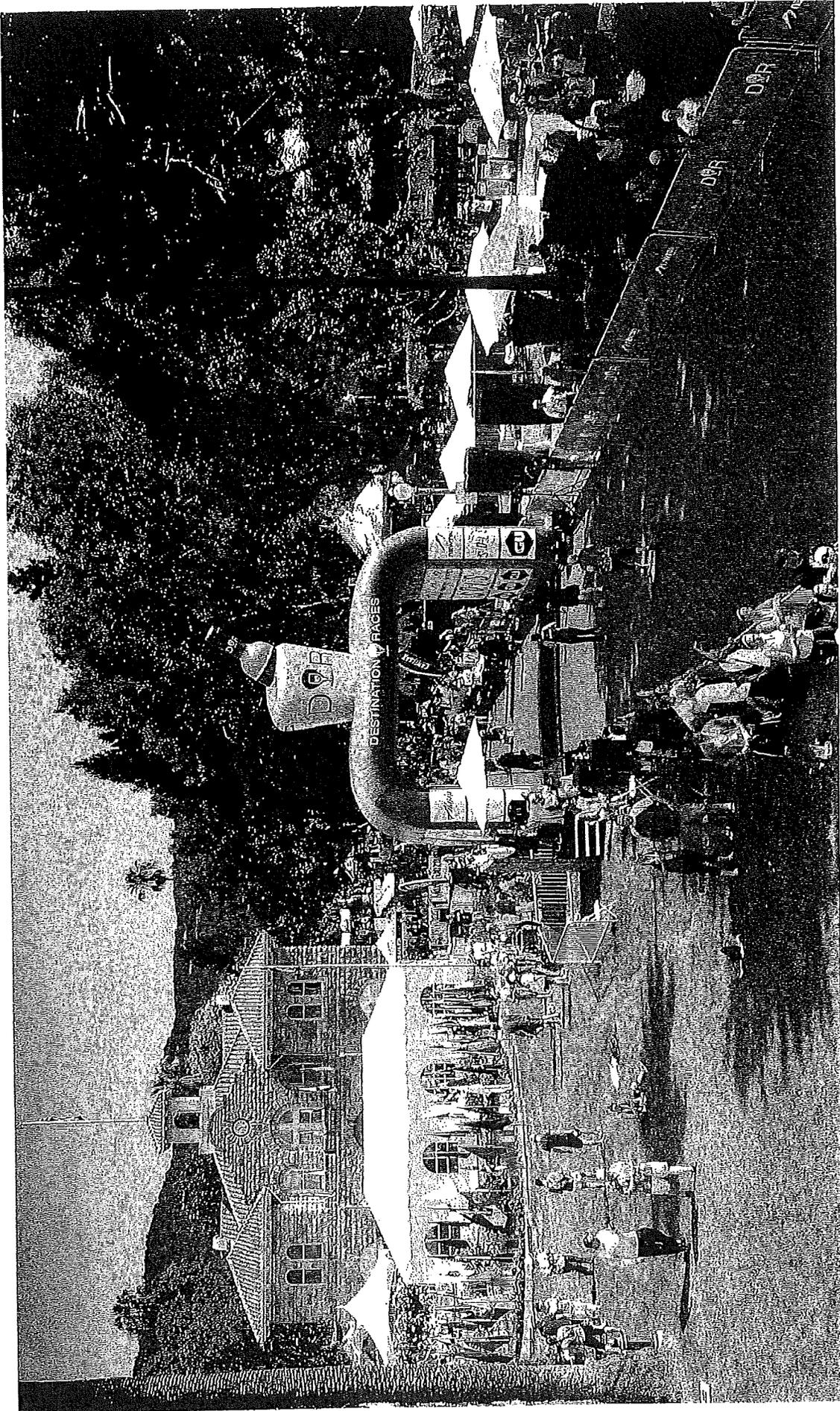
Marketing			
Advertising	32,000	28,000	-
Website Design / Maintenance	3,500	3,500	-
Graphic Design	3,000	2,000	-
Printing Costs/Posters/flyers	3,000	2,000	-
	-	-	-
	-	-	-
	-	-	-
Total Overhead Expenses	281,500	265,500	\$

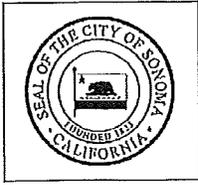
Operating Profit	46,900	50,260	\$
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10% of Income:	61,200	57,556	\$ -
40% of Difference between Income and Expense	18,760	20,104	\$ -

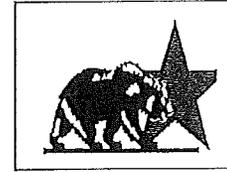
If Expenses exceed 10% of Income please explain (attach additional pages as necessary):	
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Amount Contributed to Non-Profit Beneficiary:	30,740
Name of Non-profit:	Various





City of Sonoma
No. 1 The Plaza
Sonoma CA 95476



PERMIT APPLICATION
POSSESSION AND CONSUMPTION
OF ALCOHOLIC BEVERAGES ON CITY PROPERTY

Revised 12/3/15

Application Fee: \$256.00 (Park 100-00000-000-30702)

Note: If charging a fee for alcohol or charging an admittance fee and serving alcohol, you must obtain a temporary sales permit from the Alcoholic Beverage Control Board @ 50 D St. Room 130, Santa Rosa 95404 707.576.2165

Name of Applicant: Matt Dockstader

Name of Organization: Destination Races

Address: 1224 Sparring Rd, Sonoma 95476

Telephone Numbers: Day: 707-933-1228 Night: _____ Fax: _____ Email: matt@destinationraces.com

Name or Description of Event: Napa to Sonoma Wine Country Half Marathon

Date(s) of Event: July 16, 2017 Location of Event: Sonoma Plaza

Estimated Daily Attendance: 3200 Runners / 8000 total in Plaza

Will Alcohol be Sold or Dispensed Free of Charge? Must purchase wine glass

Will the Event be Open to the Public or by Invitation Only? Open to public with some restrictions

Is There a Charge for Admittance? Not to enter festival - for tasting, yes

Type of Alcoholic Beverages To Be Served: Wine & Beer

Dates and Times Alcohol Will Be Served: 9:30 AM - 12:00 PM

Any event that requires the Department of Alcoholic Beverage Control to issue an ABC license and anticipates at least 200 attendees shall be required to have at least one staff member properly trained to serve alcohol in a safe and responsible manner. For the purposes of this requirement, the staff member must successfully complete the Sonoma County Dept of Health Services' Responsible Beverage Service Training for special events or any other training class approved by the California Department of Alcoholic Beverage Control. The applicant shall provide a current certificate of completion by the person responsible for taking the Responsible Training Service Training course along with the alcohol permit application. In addition, the event organizer shall indicate in the event narrative how other event staff members will be trained.

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.

Matt Dockstader
 Applicant's Signature

10-2-16
 Date

For City Use Only

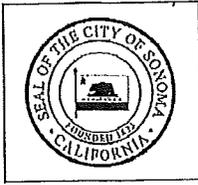
To Be a Valid Permit, This Application Must Have the Approval of the City Manager and the Police Chief

Date Event Approved: _____ Fee Paid: Date _____ Amount _____

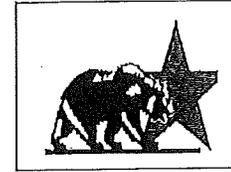
APPROVED: (If not approved, please attach explanation)

 City Manager Date

 Police Chief Date



City of Sonoma
No. 1 The Plaza
Sonoma CA 95476



PERMIT APPLICATION
FOR USE OF CITY STREETS

Revised 12/3/15

Application Fee: \$576.00

(Encro 100-00000-000-30203)

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

Name of Applicant: Wine Country Half Marathon / Matt Dockstader

Name of Sponsoring Organization: Destination Races / Hanna Boys Center

Address: 1224 Sperring RA, Sonoma, CA 95476

Telephone Numbers: Day: 707-933-1769 Cell: 415-717-5918 Email: matt@destinationraces.com

Name of Event: Napa to Sonoma Wine Country Half Marathon

Type of Event – Mark Appropriate Box

Run or Walk

Rally or Assembly

Parade

Other

Date(s) of Event: Sunday, July 16, 2017

Street Closure(s) Requested:

Macarthur between 2nd St E and Broadway from 7:50 am/pm to 11:00 am/pm

N. Board R-Lane Broadway between Macarthur and Plaza from 7:50 am/pm to 11:00 am/pm

Denmark between High School and Napa Rd from 7:15 am/pm to 10:45 am/pm
E. Napa St between Broadway and 1st St E from 6:30 am to 11:00 am

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

14th Annual Half Marathon running from Napa to Sonoma Plaza. Race finishes at 10:45 am. Post-race festival runs from 9:30 am to noon. Announcer begins at 7:50 am

Estimated Daily Attendance: 3500 Runners / 8000 total in Plaza

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

Announcer at Race Finish from 7:50 am to 10:30 am. Band in Plaza from 9:30 am - 10:30 am & 11:30 am - noon.

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.

Matt DeLata

Applicant's Signature

8-28-16

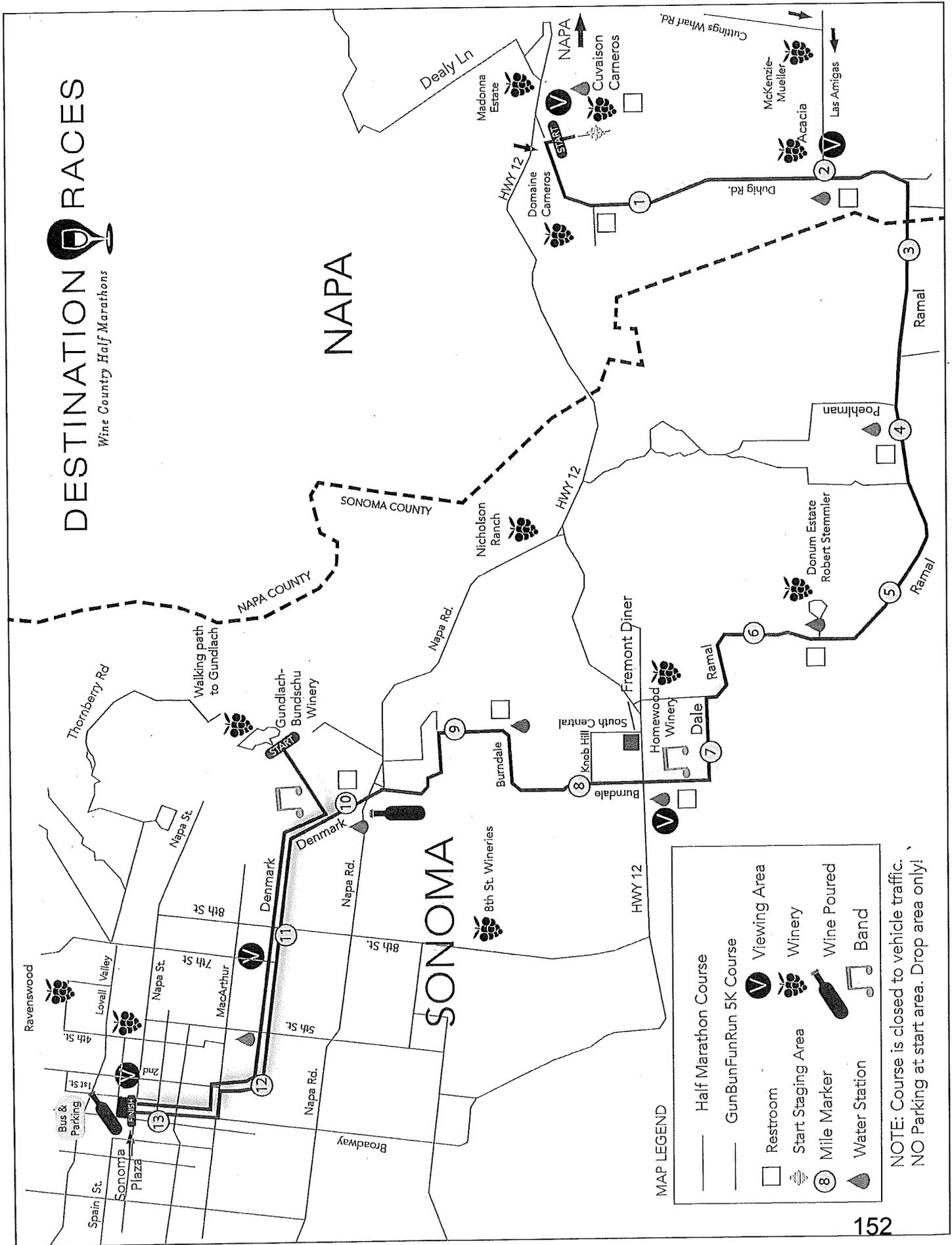
Date

For City Use Only

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

DESTINATION RACES

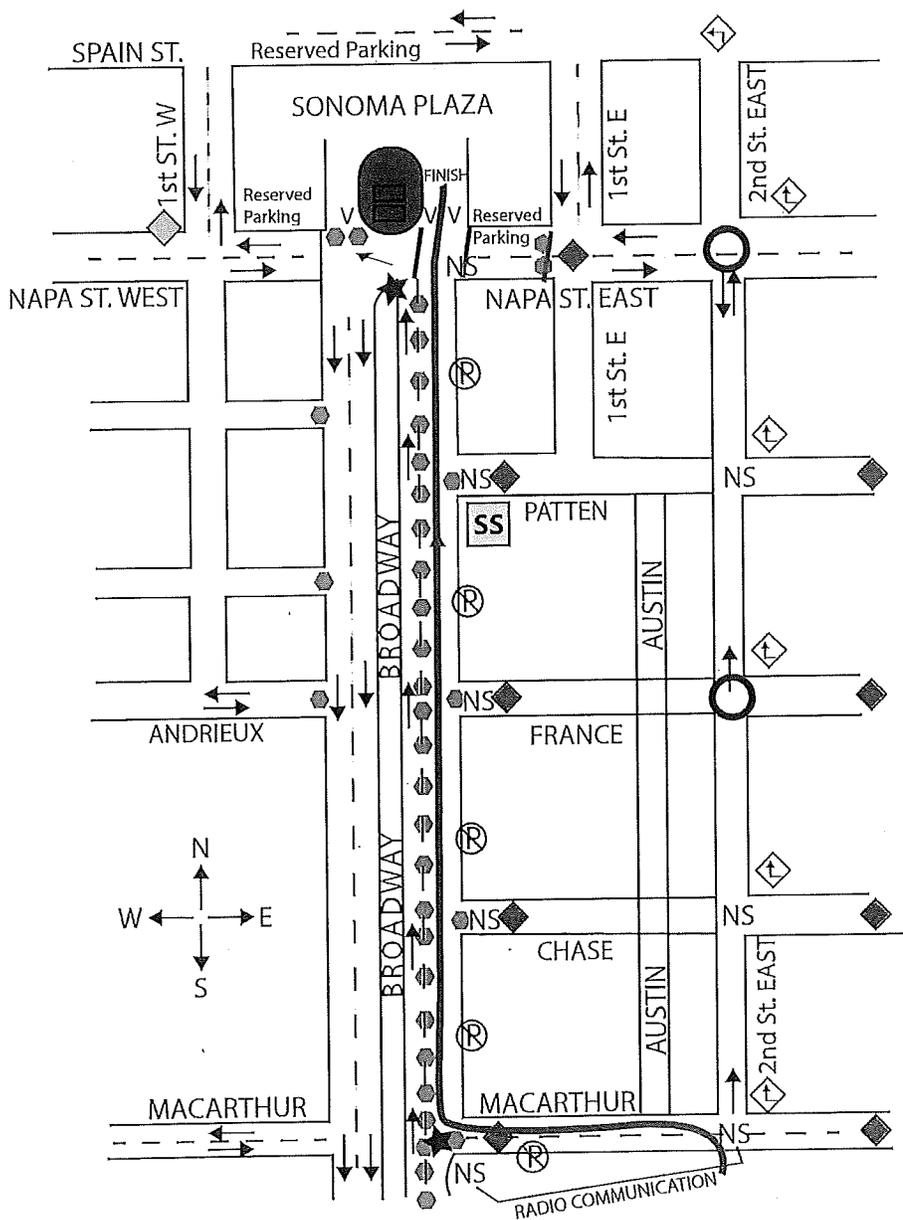
Wine Country Half Marathons



MAP LEGEND

- Half Marathon Course
- GunBunFunRun 5K Course
- Restroom
- Start Staging Area
- Mile Marker
- Water Station
- Viewing Area
- Winery
- Wine Poured
- Band

NOTE: Course is closed to vehicle traffic.
NO Parking at start area. Drop area only!

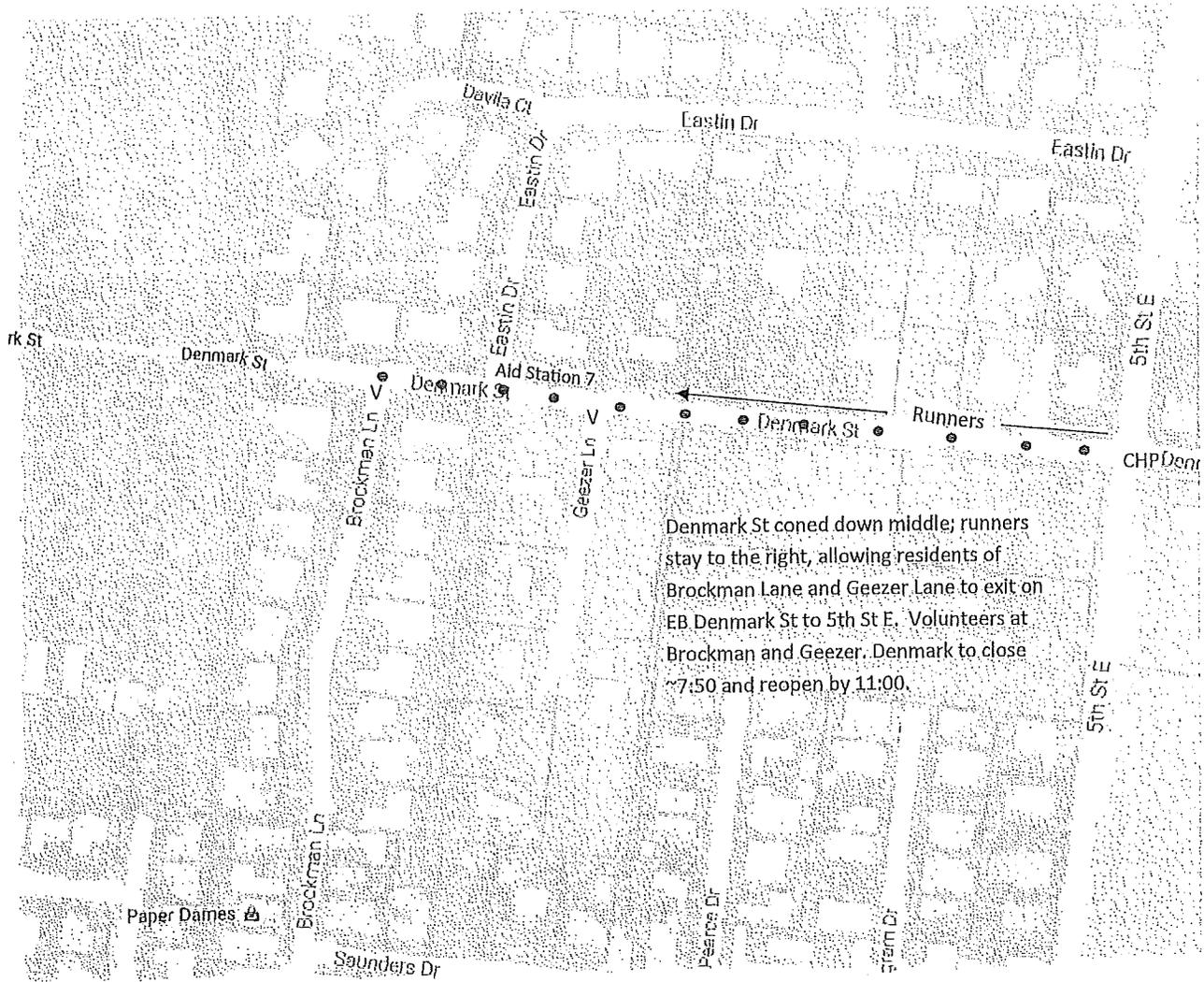


NOTES

1. Close Northbound far right Lane of Broadway to vehicles - 8:00 - 11:00am
2. Patten, France, Chase, and MacArthur closed at Broadway 8:00-11:00am.
3. Napa St. E closed from Broadway to 1st St. E - 7:00am to 11:30am. Barricades and police officer at Broadway.
4. Sonoma Police officer positioned at MacArthur and Broadway. -- Flaggers to implement detour plan at France/2nd St. E and at Napa St./2nd St. E.
5. Native Sons at 2nd St. E & MacArthur and at Broadway & MacArthur to be in radio communication.
6. Native Sons and signs placed at all other intersections on Broadway and 2nd St. East to detour traffic.
7. NO parking signs posted by city along northbound side of Broadway for closure Sun 2am to Sun 11:00am
8. Businesses on Broadway receive notification 10 days prior to event.
9. All residents east of 2nd St. E wanting to travel West between 8am and 11am will be detoured north to Spain St. and will be able to travel West on Spain.

KEY					
Ⓜ	NO PARKING	◇	DETOUR SIGN	V	VOLUNTEER
—	BARRICADE	◆	Caution: Runners on Road	★	POLICE
◆	ROAD CLOSED SIGN	⌋	RUNNER ROUTE	NS	NATIVE SONS
		●	CONES	○	FLAGGER

Denmark St from 5th St E to High School



City of Sonoma Special Events Waste Minimization and Recycling Plan

Required for all special events

Name of Event: Napa to Sonoma Wine Country Half Marathon Event Organizers Name: Destination Races
 Phone #: 707-933-1769 Recycling Monitor(s): Green Mary

Please read the attached sustainable event guidelines and information. Included is a step-by-step guide, great ideas and many resources to ensure that yours will be a sustainable event!

Thank you for supporting a more sustainable Sonoma! Our goal is to divert waste from the landfill

Please complete the form below and outline your waste minimization and recycling plan. Your plan should include ways to address the following challenges that are inherent with special events:

- Large amounts of waste generated in short period of time
- Variation in type of waste
- Waste tends to be afterthought
- Diverse attendees
- Large amounts of single use items
- High level of food discards
- Contamination prevention

Remember, no Styrofoam!

1. What is the estimated amount and types of waste anticipated from this event?

- a. **Garbage** (landfill) 10 50 Gal cans
- b. **Recycling** (indicate type e.g. glass, cans, plastic, aluminum, paper. Totals can be combined for blue cans)
- Type: Co-mingled (paper, bottle, can) Gal (50) 20
- Type: Cardboard Gal (50) 40
- Type: _____ Dumpster _____
- Type: _____ Dumpster _____
- c. **Composting:** Food scraps Gal (50) 28
- d. **Other** (describe) _____

2. What actions will you be taking to reduce the amount of waste generated at this event? Describe plan and outline steps.

- Provide event greening guidelines for food vendors, caterers
- Prepare signage for bins
- Provide truck for hauling organic waste to transfer station for composting
- Sort through bags to maximize recycling & composting

3. What arrangements will be made for separation, collection and diversion from landfills of reusable and recyclable (list specific types) materials?

- Eco-station signage - compost, recycling, trash
- Compost containers for food vendors
- Sort through bags to maximize recycling and composting at dumpsters

4. Did you have a pre-event meeting with hauler and/or park staff (or review their criteria)?

Yes

**FINAL REPORT (POST EVENT)
TO BE COMPLETED AFTER EVENT & SENT TO CITY HALL
FOR CSEC REVIEW:**

5. Post Event report:

a. Name and location of event;

b. Description of event;

c. Description of types of waste generated;

d. Types and amounts of waste disposed and diverted;

e. Description of solid waste reduction, reuse, and recycling programs; and

f. If no programs were implemented, a description of why no programs have been identified or implemented.



2012 Race Economic Impact Analysis

Results for: Napa to Sonoma Wine Country Half Marathon

TABLE OF CONTENTS

Report Introduction	1
General Concept and Methodology	1
Study Context and Interpretation Notes	2
Detailed Results	3
Background and Initial Statistics.....	3
Direct Spending Analysis by Traveling Group.....	3
Total Economic Impact.....	5

REPORT INTRODUCTION

This report provides the results of an economic impact analysis conducted by Corona Insight for the Napa to Sonoma Wine Country Half Marathon, which describes the economic impact of the race on Napa and Sonoma Counties due to the visitation and spending of nonlocal participants and related parties.

GENERAL CONCEPT AND METHODOLOGY

When a race is held, some proportion of participants will arrive from outside the local area to participate. These people will spend money in the local area, which supports local businesses and jobs and is considered to be “direct spending”. In turn, that revenue generates other spending as the companies being paid in turn pay other companies or employees, who then also spend the money, albeit with some leakage outside the community as some people spend money elsewhere. This recirculation of money inside the local community represents “indirect” and “induced” spending and impacts. This report documents direct spending, as well as total impacts (direct, indirect, and induced).

The methodology is as follows:

- Working with Corona, the race director invited runners to participate in the 2012 Corona Insights Race Survey and Rating System survey. In addition to gathering information about the race experience, the survey asks participants about their spending if they represent an “out of area” participant. For the purposes of this study, “out of area” means that the person originated from outside the county in which the race is held. Only spending by “out of area” participants was included in the impact study.
- Spending estimates were audited for reasonability on an individual basis. Typically in this type of analysis, a few large expenditures that do not appear reasonable or which fall well out of the typical expected range (e.g., More than \$500 for gasoline, more than \$100 on “other transportation expenses”) are eliminated from the data. However, due to Napa and Sonoma Counties’ status as a vacation destination and the possibility that runners could stay an extended period of time after the race, to do tourist activities, this adjustment was limited to only true outliers.
- Not all race participants will complete the survey, so Corona scaled up the spending from out-of-area participants to account for non-respondents, scaling to the number of out-of-area participants who started the race (as opposed to those who registered or those who finished). Proportions of local versus out-of-area participants were based on registration payments rather than survey responses, since that represented more comprehensive data. The one exception in scaling up expenditures is that entry fees paid by “no shows” were still included in the data.
- As a minor methodological note, airfare amounts and car rental amounts are not included in the figures, even though there was spending in those categories due to the race. However, that spending did not originate in Napa or Sonoma County and so is not presumed to have an economic impact on the local communities.
- Corona then used the RIMS II economic impact model to develop estimates of the total impact

of the direct spending. Using multipliers that are specific to counties and industries, this model estimates the indirect and induced impacts of direct spending in a local area.

- It is not appropriate to multiply the RIMS II multipliers directly onto local spending, because the local businesses that benefit, and their employees and suppliers, likely do not make all of their own purchases within the area. So when money comes into the community via the race, it goes to local businesses or nonprofits, who themselves spend it in a second-tier pattern spending parts of it inside the local area and parts of it outside the local area. The part that remains in the local area then recirculates according to the RIMS II multipliers. Corona developed proprietary estimates of the portion that leaves the local area during the second-tier spending and accounted for the proportions leaving the local area.

STUDY CONTEXT AND INTERPRETATION NOTES

The following context should be considered when reading this report.

- Based on the methodology, this study should be considered a local-level impact assessment. Additional benefits may accrue for other areas outside Napa and Sonoma Counties depending on the origins of participants. In particular, airfares and car rentals will benefit the greater area, particularly the City and County of San Francisco, and second-tier spending outside the local area will also benefit San Francisco, Marin County, and other areas.
- Note that this is not a cost-benefit analysis and does not calculate any costs involved in conducting the race. It measures the value of the dollars brought into the host community (defined as Napa and Sonoma County, collectively) as a result of the race.
- Results are based on self-reported data by participants. While most participants will likely provide estimates only, there is no reason to assume that these estimates will produce (in net) inaccuracies in the total since some will overestimate and others will underestimate.
- Local participants (those living in Napa or Sonoma County) are assumed to produce zero economic impact. While these participants will certainly spend money related to the race, it is standard practice to assume that, had the race not taken place, they would have spent the money in other ways in the same community. While this may or may not be true for racers, who may actually have traveled to another community for a substitute race and thus exported money, the conservative approach of assuming no economic impact will be employed.
- Benefits are measured for participants in the race and for any parties traveling with the participants. For many races there may be some minor impact from pure spectators who attend the race, but this is likely a very small impact compared to the impact of racers and their accompanying parties. In light of the significant cost to gather spectator data, and its relatively small proportions of the overall impact, this data is not collected. The stated economic impacts are therefore somewhat conservative.

DETAILED RESULTS

Results are presented below in terms of basic background information, direct spending impacts, and total impacts.

Background and Initial Statistics

Name of Host Community:	Napa and Sonoma County
Number of Participants Completing the Race(s):	2,711
Estimated Number of Participants Originating Outside Napa and Sonoma County (Out of Area Runners):	2,513
Estimated Number of Non-Participant Visitors Originating Outside Napa and Sonoma County (Runner Companions): ¹	998 ²

Direct Spending Analysis by Traveling Group

The two tables on the following page represent expenditures in Napa and Sonoma County by out-of-area runner visitors. All figures include not just the runners, but other non-runners traveling with them. Percentages are rounded to the nearest percent, average expenditures are rounded to the nearest dollar, and impacts are rounded to the nearest \$1,000. Note that some runners may have not spent the night while others may have spent multiple nights, so individual expenditures varied widely while producing the averages shown.

¹ Non-participants traveling with participants. Data do not include non-participants traveling in parties that do not include a runner, though these likely represent a small proportion of visitors.

² Survey data produced an estimate of 628 non-participating visitors. Another 370 were added as an estimate for a large nonprofit organization that brought a large number of runners and associated companions and support staff.

Non-Transportation Expenditures

	Proportion of Out-Of-Area Runners Who Made Purchases	Average Expenditures of Out-Of-Area Runners Who Made Purchases During Stay	Direct Impact On Local Community
Lodging	79%	\$633	\$1,262,000
Shopping	78%	\$196	\$384,000
Wine and Wine Accessories	78%	\$304	\$593,00
Event Merchandise	48%	\$85	\$102,000
Dining	90%	\$332	\$748,000
Other Non-Transportation Expenses	55%	\$189	\$259,000
Entry Fees*	100%	\$118	\$384,000

*Entry fees include fees from runners who registered but did not participate, and also included fees paid for dinner events associated with the race.

Transportation Expenditures

	Proportion of Out-Of-Area Runners Who Made Purchases	Average Expenditures of Out-Of-Area Runners Who Made Purchases During Stay	Direct Impact On Local Community
Gasoline	87%	\$93	\$203,000
Airfare	65%	\$622	\$0
Rental Car	55%	\$285	\$0
Other Transportation Expenses	41%	\$143	\$148,000

While airfare and rental care expenditures were recorded, they were not deemed to impact the local community since those purchases (or at least the vast majority of those purchases) were not made within Napa or Sonoma County.

Total Direct Impacts

Adding all of the figures above, we see the following direct impacts on the community.

Lodging	\$1,262,000
Shopping	\$384,000
Wine and Wine Accessories	\$593,000
Event Merchandise	\$102,000
Dining	\$748,000
Other Non-Transportation Expenses	\$259,000
Entry Fees	\$384,000
Gasoline	\$203,000
Airfare	\$0
Rental Car	\$0
Other Transportation Expenses	\$148,000

Total Direct Spending Impact	\$4,082,000
-------------------------------------	--------------------

Total Expenditures Per Out-Of-Area Runner

When considering entry fees and all other in-area expenses, and including the fact that runners have very different expenditure patterns when viewed individually, the average out-of-area runner and any non-running traveling companions spent \$1,625 during their visit to Napa and Sonoma County. This includes the entry fee, and excludes other expenditures outside the area such as airfare, rental cars, and any lodging, dining, or other expenses incurred en route to Napa and Sonoma County.

The value can be broken down as \$153 in entry fees, \$502 in lodging, \$153 in shopping, \$297 in dining, \$236 in wine and wine accessories, \$41 in event merchandise, \$81 in gasoline, \$103 in miscellaneous expenses, and \$59 in transportation costs. These figures differ from those in the tables on Page 5 because these are the average spending of all non-local runners, including those who do not spend any money in a category. In contrast, the figures on Page 5 are the average expenditures of non-local runners who do spend money in a category, excluding those who don't.

Total Economic Impact

Once dollars are spent inside a community, they tend to recirculate, producing benefits above and beyond the initial spending. The extent of that added recirculation benefit depends on a number of factors, most notably the economic structure of the community (i.e., the types of businesses that are present) and types of industries in which the dollars are spent. Dollars spent in retail, for example, will have a different impact than dollars spent in construction or in lodging or in utilities. Recirculation effects must be calculated separately for each spending category noted above, and dollars spent in each category will impact numerous

other sectors. For example, spending money in a restaurant will eventually produce downstream impacts in manufacturing (making forks, plates, etc.), transportation (shipping food and equipment), utilities, agriculture, and other sectors.

Corona used the RIMS II model estimates to apply economic multipliers to the direct spending figures reported above, with impacts being allocated to lodging, retail, dining, and transportation industries, and using the specific multipliers for those industries that are provided through RIMS II for the host county (in this case, Napa and Sonoma County). Depending on how the money is initially spent (retail, dining, lodging, etc.), the recirculation effect of indirect and induced spending varies.

However, these factors assume that the local area has the resources to produce a fully functioning economy, and that companies and laborers remain in the local area. This is not the case. Laborers may live outside the area, and companies may buy goods outside the area, including the materials sold in retail establishments. Another adjustment factor must be made. Corona examined the local economic base in comparison to regional and national economies, and created a second set of multipliers to account for this effect on each spending category. While somewhat arbitrary in nature, it reflects a logical construct and is generally in the range of academic literature that attempts to measure such factors. Corona's adjustment factors range from 0.29 for retail sales to 0.63 for the educational services that are assigned as the outcome of the entry fees. (The sponsor is a nonprofit that funds schools and nonprofits in the county.)

Each spending category above therefore had two multipliers applied to it in order to determine total economic impacts. For each spending category,

$$TEI = DEI * (1+RM) * LM$$

Where

TEI = Total Economic Impact

DEI = Direct Economic Impact

RM = RIMS Table 2.4 Final Demand Value-Added Multipliers - industry aggregations

LM = Corona-Defined Leakage Multiplier

Upon completion of those calculations, the total economic impact of the race on Napa and Sonoma County, including direct, indirect, and induced effects, is shown below.

Total Economic Impact:	\$6,496,000
-------------------------------	--------------------

2016 Napa to Sonoma Wine Country Half Marathon (no 5K)
Breakdown of States and Countries

California	1031	(30.0%)
Texas	361	(10.5%)
Illinois	228	(6.6%)
New York	220	(6.4%)
Colorado	144	(4.2%)
Georgia	126	(3.7%)
Washington	105	(3.1%)
Florida	97	(2.8%)
Pennsylvania	72	(2.1%)
Ohio	70	(2.0%)
New Jersey	69	(2.0%)
Massachusetts	67	(1.9%)
Virginia	61	(1.8%)
Arizona	56	(1.6%)
Nevada	53	(1.5%)
North Carolina	43	(1.2%)
Wisconsin	41	(1.2%)
Minnesota	39	(1.1%)
Alberta	38	(1.1%)
Maryland	37	(1.1%)
Tennessee	36	(1.0%)
Connecticut	35	(1.0%)
Missouri	33	(1.0%)
District of Columbia	31	(0.9%)
Oregon	30	(0.9%)
Louisiana	26	(0.8%)
South Carolina	23	(0.7%)
Kansas	21	(0.6%)
Michigan	20	(0.6%)
British Columbia	19	(0.6%)
Indiana	19	(0.6%)
Alabama	17	(0.5%)
Oklahoma	17	(0.5%)
Puerto Rico	16	(0.5%)
Alaska	12	(0.3%)
Arkansas	11	(0.3%)

Iowa	11	(0.3%)
Utah	11	(0.3%)
Mississippi	9	(0.3%)
Idaho	8	(0.2%)
Kentucky	8	(0.2%)
Ontario	8	(0.2%)
Costa Rica	7	(0.2%)
Montana	6	(0.2%)
Quebec	5	(0.1%)
UK	5	(0.1%)
Hawaii	4	(0.1%)
Maine	4	(0.1%)
New Hampshire	4	(0.1%)
Nova Scotia	3	(0.1%)
Vermont	3	(0.1%)
Bahrain	2	(0.1%)
Nebraska	2	(0.1%)
New Mexico	2	(0.1%)
North Dakota	2	(0.1%)
Rhode Island	2	(0.1%)
Australia	1	(0.0%)
Bahamas	1	(0.0%)
Delaware	1	(0.0%)
Ireland	1	(0.0%)
Manitoba	1	(0.0%)
Mexico	1	(0.0%)
Newfoundland and Labrador	1	(0.0%)
Ontario	1	(0.0%)
Singapore	1	(0.0%)
Spain	1	(0.0%)
Wyoming	1	(0.0%)

MEMO

To: Community Services and Environment Commission

Staff: Lisa Janson, Special Events Manager

Agenda Item: Discussion of the 2016 post-event review for the Napa to Sonoma Wine Country Half Marathon Plaza Permit Application

Sponsor: **Destination Races/Hanna Boys Center**

2016 Date of use: July 16 and 17, 2016; Saturday Set-up, Race was on Sunday

2016 Area(s) of use: SE, NE, NW Sections, Horseshoe Pavement, Rear Parking Lot

The Special Event Committee (SEC) considered the event application on September 30, 2015. The Street Use Application associated with the race was approved by the City Council on August 17, 2015. The CSEC approved the event on October 14, 2015 with conditions of approval (see attached approval letter).

2016 Post Event Summary

City of Sonoma Special Events Policy includes the following:

Section D.4. Post-Event Review

Sponsoring Organizations must attend a post event review at the next meeting of the CSEC that is held not more than ninety days after the event. The event representative shall provide the event's complete and full financial statements (actual gross income and expenditures) to the Event Manager within seventy days after the event. City staff shall provide completed post event evaluation for review and discussion at the post event review meeting. Payment of all post event invoices, charges, fees or penalties must be received within ten days subsequent to post event review.

Conditions of approval of subsequent years' events may be affected by the organization's failure to attend the mandatory post event review and/or to provide required information, which failure may also constitute grounds for denial of future years' event permits.

The purpose of this provision is to provide the opportunity for the CSEC to review an event's impact, compliance to conditions included with approval of its use application, and to provide comments/suggestions to an event organizer prior to submitting use applications for future events.

Post Event Summary:

Staff monitored the race on Saturday and Sunday. A complete Post Event Review is attached for reference. Staff has some concerns/suggestions with the set-up, street closure and special event policy requirements that need to be discussed, the concerns are summarized below:

- Need to address the move-in time of the two 20x40 tents in the North East quadrant move-in was scheduled to start at noon. The tents were in place to be erected but couldn't be put into place due to picnickers in the area until after 5pm. The tenting vendor had the tents semi erected on the ground waiting to be placed into location. The tents could potentially act like a large sails and could end up moving, concern is that a picnickers could be hurt. One solution would be to allow early access to the tent vendors so that tents can be in place prior to the park filling up with families. If they were placed early in the morning on Saturday, the areas around the tents could remain open to picnickers until 4pm. After 4pm the event organizer could place their temporary fences, tables and chairs. Therefore the park would remain open to the public during set up and free of tent poles and canopies spread across the grass. The area impacted by the larger tents should be posted in advance no picnicking between 8am and 10am to allow for the set-up of the larger tents and to keep the public safe.
- Need to discuss the rolling closures at 2nd Street and MacArthur the intersection wasn't opened to traffic until after 11:45am. That intersection was intended to be open to traffic. If the street is required to be closed than the neighbors need to be notified in advance and it needs to be posted 48 hour prior to closing using intelligent signs. There needs to be discussion regarding the use of city streets and the type of closures that are being requested. This information needs to be included on the Resolution approving and consenting to the use of City streets that gets approved by City Council.
- Notification to neighborhoods impacted by the event needs to go out two weeks prior to the event.
- Additional requirements for future events include notification of the public in advance of upcoming traffic delays due to a Special Event, by utilizing intelligent signs. Recommendation that all rolling closures are monitored by City Employees or individuals who attend a meeting with the Street Supervisor Dean Merrill to ensure that they are truly rolling closures opening to the traffic as necessary.
- Special Event Policy requires for profit events to donate either 10% of gross event revenue or 40% of net revenue which ever number is larger to local Sonoma Valley non-profit organizations. At the time of this report the 2016 final budget had not

been received but based on the 2016 preliminary budget numbers the annual contribution to local non-profits should be \$59,000. CSEC will need to make a determination on the contribution amount, during the Post Event meeting.

The following is a list of information required for the post-event review:

- Financial summary- at the time of this report the financials had not been received.
- Recycling summary- Final is attached

Recommended Commission Discussion and Comments:

Discuss event impact on the Plaza and the streets of Sonoma.

Attachments:

- Approval letters
- Post Event Review
- Financial Summary Prelim
- Recycling summary Final

cc: Matt Dockstader, via email

Kevin Pool, via email

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



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

November 4, 2015

Destination Races/Hanna Boys Center
Attn: Matt Dockstader
1224 Sperring Road
Sonoma, CA 95476

**Subject: Approved Plaza Permit Application for the Napa to Sonoma Wine Country
Half Marathon on July 16, 2016 and July 17, 2016.**

Dear Mr. Dockstader:

On Wednesday, October 14, 2015, the Community Services and Environment Commission (CSEC) considered a Plaza Permit Application for the Napa to Sonoma Wine Country Half Marathon on July 16, 2016 and July 17, 2016. After discussion and public testimony, the CSEC Commission voted 7-0 (with one commissioner absent) to approve the application contingent upon receipt of payment of the 2015 invoice and with the following conditions of approval:

- Meet two weeks prior to event with the Streets Supervisor.
- Streets Supervisor to review and approve the Permit Application for Reservation of Public Parking.
- Meet two weeks prior to event with the Parks Supervisor.
- 15 portable restrooms shall be required.
- The Police will require extra staffing as follows: 1 sergeant from 0700 to 1200 hours; 1 deputy from 0700 to 1400 hours; 1 community services officer from 0700 to 1200 hours.
- Obtain necessary alcohol permits.
- Buses starting early on the First Street East must turn engines off.
- Designate a "free speech area".
- A standby ambulance may be required.
- Tents greater than 400 square feet require a separate permit/inspection.
- Provide a list of vendors to Wendy Atkins two weeks prior to the event.
- Fire extinguishers are required for cooking mediums (propane, charcoal).
- Provide number of crowd managers to Wendy Atkins two weeks prior to the event.
- Keep horseshoe access clear.
- Provide barricade monitors.
- Generators require fire extinguishers.

- Notify Shell Vista Fire with the race route and times.
- Event day inspection required.
- A grape stomp is not included as part of the application for 2016. If a grape stomp is proposed in the future the CSEC shall consider a revised application no later than June 8, 2016.
- Fees in the amount of \$6,605 must be paid (fees do not include cost associated with proposed Plaza parking).
- Water barrels for tent support shall not be filled with City water.
- No trucks shall drive in the Plaza Park with the exception of the horseshoe pavement.
- ATV must be kept on hard surface unless turf tires are used. A golf cart may drive on the turf.
- If parking is proposed to be restricted at Depot Park a Depot Park Permit Application shall be submitted.
- If parking is proposed to be restricted at Arnold Field the event coordinator shall coordinate with Mario Alioto at (707) 996-2911.
- If monitoring is required for the 2016 event it will occur at a rate not to exceed \$136.50 per hour not to exceed six hours.
- If additional food trucks (one is currently indicated on the site plan) are proposed in conjunction with the event a revised site plan shall be submitted by October 5, 2015.

If you have any questions, please feel free to contact me at (707) 933-2204.

Sincerely,



Wendy Atkins
Associate Planner/Special Event Coordinator



City of Sonoma
No. 1 The Plaza
Sonoma CA 95476

(707) 933-2229 or (707) 938-3332

PLAZA PERMIT APPLICATION



NAME OF EVENT: Napa to Sonoma Wine Country Half Marathon EVENT DATE(S): July 17-2016

Sponsoring Organization: Destination Races / Hanna Boys Center

New Event Returning Event Non Profit Tax-exempt organization (Tax Exempt letter required)

Event Contact Person Matt Dockstader Title: President

Mailing Address: 1224 Sperring Rd Sonoma CA 95476
Street or P.O. Box City State Zip

Daytime phone: 707-933-1769 Email: matt@destinationraces.com

Plaza Area(s) Requested

SE Section NW Section Amphitheater Horseshoe Pavement
 NE Section SW Section Rear Parking Lot

Hours of Use (Include Set-up & Clean-up)

EVENT DATES: YEAR: 2016	Start Time - Set-Up:	Event Start Time:	Event End Time:	End Time - Tear Down & Clean-up:	Estimated Attendance:
Date(s): <u>7/16/16</u>	<u>Noon</u>				
Date(s): <u>7/17/16</u>		<u>8 AM</u>	<u>Noon</u>	<u>Noon - 4pm</u>	<u>8000</u>

THIS SECTION TO BE COMPLETED BY STAFF:

Rental Fees Per Day:	Maintenance Fees:	Security Deposits:
# <u>2</u> of Days x Fee	# <u>5</u> of Areas	# <u>2</u> of Days Fee x Area / Section
<u>2</u> x SE Section \$400 <u>\$400</u>	<u> </u> x \$93 (1- 12 hrs) \$ <u> </u>	<u>2</u> x (SE Section) x \$200 <u>\$400</u>
<u>2</u> x NE Section \$300 <u>\$600</u>	<u>5</u> x \$187 (12-24 hrs) <u>\$935</u>	<u>2</u> x (NE Section) x \$200 <u>\$400</u>
<u> </u> x SW Section \$300 \$ <u> </u>	<u> </u> x \$312 (24-36 hrs) \$ <u> </u>	<u> </u> x (SW Section) x \$200 \$ <u> </u>
<u>2</u> x NW Section \$300 <u>\$600</u>	<u> </u> x \$500 (36-48 hrs) \$ <u> </u>	<u>2</u> x (NW Section) x \$200 <u>\$400</u>
<u> </u> x \$200 Amphitheater \$ <u> </u>	<u> </u> x \$750 (> 48 hrs) \$ <u> </u>	<u> </u> x (Amphitheater) X \$200 \$ <u> </u>
<u>2</u> x \$200 Horseshoe Pavement <u>\$400</u>	MAINTENANCE FEE: <u>\$935</u>	<u>2</u> x (Rear Parking) X \$200 <u>\$400</u>
<u>2</u> x \$300 Rear Parking <u>\$600</u>	Reservation of Public Parking: \$218 + \$20 per # of spaces per day.	<u>2</u> X(Horseshoe Pavement) X \$200 <u>\$400</u>
<u>1</u> \$121 Barricade: Plaza Entrance <u>\$121</u>	PARKING FEE: \$ <u>TBD</u>	REFUNDABLE DAMAGE DEPOSIT: \$ <u>2,000</u>
RENTAL FEE: \$ <u>2721</u>		

Application Fee Small scale vs. large scale event \$229-\$719	\$719	Park 100-00000-000-30702	Insurance is required & must be submitted <u>two weeks</u> prior to the event.
Rental Fee	\$2,721	Park 100-00000-000-30702	Insurance provided by your organization:
Maintenance Fee	\$935	Park 100-00000-000-30702	Yes <input type="checkbox"/> No <input type="checkbox"/>
Damage Deposit	\$2,000	750-00000-000-22950	
Parking Fee	\$TBD		Other:
ALCOHOL PERMIT: \$230.00 (Attached form)	\$230	Park 100-00000-000-30702	Gales Creek www.galescreek.com or
Fire Dept. Inspection Fees:	TBD		
STREET USE PERMIT: \$519.00 (Attached form)	\$519	Encro 100-00000-000-30203	RVNA http://www.rvnuccio.com/specialevent.html
Business License Organizer * Plus Day Fee for Vendors **	TBD	\$187 * for organizer for-profit; \$23** per vendor per event	
TOTAL DUE:	\$7,124	Application is incomplete until all fees are paid.	

Approved as a small scale event, no further review necessary: Date: _____ Approved by: _____

PROVIDE A COMPLETE DESCRIPTION OF THE EVENT:

PLAZA EVENT MAP: On the attached Plaza map indicate the location of all major features (including all temporary structures, fences) and activities. For large events use a scale of 1 inch equals 20 feet (20" x 25" maps are available).

<p>Include on the map – location, dimensions and type of structure:</p> <ul style="list-style-type: none"> Canopies, tents, booths, stages, platforms, beer gardens, cooking areas, tables, chairs, vehicles, trailers, trash containers, dumpsters, generators, portable toilets, barricades, first aid facilities or ambulances exit locations, transportation buses, signs, etc.
<p>Include a list (map key) of each structure:</p> <ul style="list-style-type: none"> Name of structure, activity (e.g. VIP area, registration, catering station, etc.) plus dimensions (width, length, height), how they will be supported and structural material (or submit a picture of the material being used). Staking or fencing to delineating activity areas is discouraged and requires CSEC and Parks Department approval.
<ul style="list-style-type: none"> Vendors require a one day event business license. For-profit events must comply with the City of Sonoma policy regulating Food and Beverage Ticket Sales.

* Attach additional sheets as necessary to describe event components below.

EVENT COMPONENTS: (Please indicate which of the following components are included in your event)

- Canopies or Tents
- Use of City Streets
- Banner Sign on historic directory (by permit only)
- Food Vendors (Vendor list required)
- Reservation of Public Parking
- Water Needed
- Electricity Needed
- Alcohol Permit and ABC
- Food cooked on site
- Barricades (security)
- Plaza Light Pole Banners: (DRHPC application)
- Booths, Temporary Structures
- Amplified Sound or Music
- Fencing or delineating areas (by permit only)

CANOPIES, TENTS & STAKING – Tents & Canopy standards are provided by the **Fire Department** during the SEC meeting review; heating and cooking safety is also reviewed. Due to underground utilities, **no stakes** - metal, wood, or any type of stake shall be driven into the lawn area without authorization from the Public Works Department.

FOOD VENDORS – Provide a **LIST** of all vendors before event (all must have a City business license); cooking safety reviewed by the Fire Department. If food vendors are selling direct to event participants, 40% is given back to a local non-profit. **Food vendors may use tents and canopies with CSEC event review and approval.**

VENDORS – Vendors must have a one day event business license. A vendor list must be provided to staff one week before the start of the event. The event Manager will make one payment (\$23 for each vendor) to the City. If a for-profit vendor is selling direct to public/participants, they must contribute 40% to the non-profit sponsor.

ALCOHOL SERVED – Submit a completed Permit Application for Possession and Consumption of Alcoholic Beverages on City Property along with your Plaza Use Application. Following CSEC review, approval by the Police Chief and the City Manager will be required.

USE OF CITY STREETS & STREET CLOSURES – Requires approval by the **City Council and Police Department**. Submit a completed Permit Application for Use of City Streets along with your Use Application. Attach detailed maps that will be reviewed with the Police Department, showing streets and route being proposed. Requests to close some portion of Highway 12 Broadway, W. Napa Street, and/or Sonoma Highway- must also be approved by **Caltrans Encroachment Permit: 707-762-5540.**

PROPOSED BUDGET: Please attach your proposed budget (income and expenses). Attached

SECURITY PLAN: Please describe your Security Plan (final will be approved by the Police Chief). 2 Security Guards, 10 Crowd Monitors, Sheriff Officers, CHP for Traffic Control

RECYCLING PLAN: Special Events Waste Minimization Planning form. Attach for all events. Green Mavy

ADDITIONAL PERMITS REQUIRED:

- City Alcohol Permit
- City Street Use Permit (City Council)
- ABC Alcohol License
- Caltrans Encroachment Permit
- City Business License (all vendors)
- Reservation of Public Parking

SEP 23 2015

173

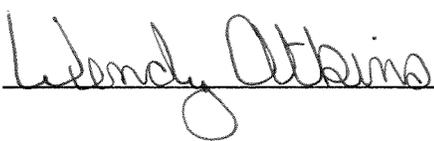
SITE MANAGER: Kevin Pool	Cell Phone: 410-596-9189	Home Phone:
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Applicant Agreement: I, the undersigned, as applicant or on behalf of the applicant, signify that the information provided on this application is true and correct and hereby accept full responsibility for any breakage or damage to property or building, and for department and conduct of those attending the function for which the facility is requested. I agree to indemnify, defend, and hold harmless the City of Sonoma, its officer, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the negligent act or omission of myself, any agent, anyone directly or indirectly by them or anyone for whose acts by them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City. If permission is granted, I, or my representative agrees to be present during the entire use of the facility. This agreement requires that the City of Sonoma be named as "an additionally insured" and that the applicants insurance apply on a primary and non-contributory basis, over any coverage the city of Sonoma may have. My signature below signifies that I agree to abide by all of the conditions of this application, the Special Event Use Policy and of any contract issued based on this application. I also agree to pay to the City of Sonoma all costs the City may incur as a result of any failure to comply with all of these conditions including damages due to failure to leave the premises in rentable condition.



9-22-15

 Signature of Applicant and Co-Sponsor(s) Print Name (s) Date

Approved: 
11/4/15

 City of Sonoma Date

SEP 23 2015

Half Marathon

Special Event Committee Review (SEC) Conditions of Approval

APPLICANT:

Must Schedule pre-event walk-through with Parks Supervisor Terry Melberg at (707) 933-2239 two weeks before event and attend a post-event site inspection (1 day after event).

Contact Street Supervisor Dean Merrill at (707) 933-2232 - 30 days prior to event, for reserved parking, barricades, street closures, and reserved street parking.

COMMENTS-REQUIREMENTS:

PUBLIC WORKS:

STREET SUPERVISOR: meet two weeks prior to event
Required Dean to approve Permit Application for
Reservation of Public Parking

PARKS SUPERVISOR: MEET 2 WEEKS PRIOR TO EVENT

Port-O-Potties required: 15

Notify Sonoma County Transit Authority if Horseshoe closed: (707) 585-7516

POLICE DEPARTMENT: EXTRA STAFF REQUIRED: 1 SGT 0700-1200
1 DEPUTY 0700-1400, 1 CSO 0700-1200.
OBTAIN NECESSARY ALCOHOL PERMITS.

BUSES STAGING EARLY on 1st E. NEED TO HAVE
ENGINEER OFF. Designate a Free Speech area.

STANDBY AMBULANCE MAY BE REQUIRED
FIRE DEPARTMENT: TENTS > 400 SQ FT REQ. SEPARATE PERMIT/INSPECTION
PROVIDE LIST VENDORS, COOKING MEDIUMS (PROPANE, CHARCOAL)
FOR EXTINGUISHER REQ., PROVIDE NUMBER OF CROWD MANAGERS
KEEP HORSESHOE ACCESS CLEAR, PROVIDE BARRICADE MONITORS
GENERATORS REQ. FIRE EXTINGUISHER NOTIFY SHEL VISTA FIRE
RACE ROUTE AND TIMES. EVENT DAY INSPECTION REQUIRED
SPECIAL EVENT COORDINATOR:

See attached

Post Event Meeting: Community Services and Environment Commission (CSEC) meeting must be scheduled no more than 90 days after the event; Financial Summary and Recycling/Waste Management Report required.

Napa to Sonoma Wine Country Half Marathon
SEC Meeting
Special Event Coordinator Comments

- A grape stomp is not included as part of the application for 2016. If a grape stomp is proposed in the future the CSEC shall consider a revised application no later than June 8, 2016.
- Fees in the amount of \$6,605 must be paid by October 5, 2015, for the CSEC to consider the application on October 14, 2015 (fees do not include cost associated with proposed Plaza parking).
- Water barrels for tent support shall not be filled with city water.
- No trucks shall drive in the Plaza Park with the exception of the horseshoe pavement.
- ATV must be kept on hard surface unless turf tires are used. A golf cart may drive on the turf.
- If parking is proposed to be restricted at Depot Park at Depot Park Permit Application shall be submitted.
- If parking is proposed to be restricted at Arnold Field the event coordinator shall coordinate with Mario Alioto at (707) 996-2911.
- If monitoring is required for the 2016 event it will occur at a rate not to exceed \$136.50 per hour not to exceed six hours.
- If food trucks are proposed in conjunction with the event a revised site plan shall be submitted by October 5, 2015.

POST EVENT SUMMARY

STAFF: Special Events Manager- Janson

DATE: July 17, 2016

EVENT: Napa to Sonoma Wine Country Half Marathon

Location: Plaza: X

Event Dates July 16 and July 17 , 2015 Event Time July 16 noon-7:30pm and July 17, 8:00am-6:00pm

Small Scale Event

OK to return deposit: Yes _____ No x

Large Scale Event: Hold Deposit till CSEC Post Event Meeting

Observation:

- Police reported one issue on the course the issue was in regards to trash left along the course on Burndale Rd to Napa Road. It was noted that the report might have been placed prior to the waste management team sweeping the course.
- Concerned pedestrian noted 8/1/16 lots of small pieces of debris littering the course; the debris is from the food supplement that was handed out to runners. Apparently this is an issue that occurred in previous years.
- The Public Works department noted No Parking barricades being moved to block off Brockman Street and Denmark Street in the morning on July 17. The event organizer does not have the authority to block off any roads without prior consent of Public Works, City Council, and CSEC. And furthermore they don't have the authority to move Public Works barricades.
- A citizen reported two cars left unoccupied on Napa Street at 11:55am on Sunday. Both vehicles had a D and R parking pass prominently placed in the window. The owners eventually showed up to move them but the police were called.
- Need to address the move-in time of the two 20x40 tents in the North East quadrant move-in was scheduled to start at noon. The tents were in place to be erected but couldn't be put into place due to picnickers in the area until after 5pm. The tenting vendor had the tents semi erected on the ground waiting to be placed into location. The tents could potentially act like a large sails and could end up moving, concern is that a picnickers could be hurt. One solution would be to allow early access to the tent vendors so that tents can be in place prior to the park filling up with families. If they were placed early in the morning on Saturday, the areas around the tents could remain open to picnickers until 4pm. After 4pm the event organizer could place their

temporary fences, tables and chairs. Therefore the park would remain open to the public during set up and free of tent poles and canopies spread across the grass. The area impacted by the larger tents should be posted in advance no picnicking between 8am and 10am to allow for the set-up of the larger tents and to keep the public safe.

- Need to discuss the rolling closures at 2nd Street and MacArthur the intersection wasn't opened to traffic until after 11:45am. That intersection was intended to be open to traffic. If the street is required to be closed than the neighbors need to be notified in advance and it needs to be posted 48 hour prior to closing using intelligent signs. There needs to be discussion regarding the use of city streets and the type of closures that are being requested. This information needs to be included on the Resolution approving and consenting to the use of City streets that gets approved by City Council.
- Notification to neighborhoods impacted by the event needs to go out two weeks prior to the event.
- Additional requirements for future events include notification of the public in advance of upcoming traffic delays due to a Special Event, by utilizing intelligent signs. Recommendation that all rolling closures are monitored by City Employees or individuals who attend a meeting with the Street Supervisor Dean Merrill to ensure that they are truly rolling closures opening to the traffic as necessary.
- The Vendor list needs to arrive at a minimum two weeks in advance and fully completed.
- All Vendors who are onsite in the Plaza will be required to have a City of Sonoma Business License.
- Event rental company addressed the previous year's concerns regarding the use of water barrels as supports for structures and it was observed that cement support being used for this event.
- Staff observed the restrooms not being restocked or cleaned during the event. If this event takes place in 2017 it is a requirement that a representative from the recycling/clean up company (Green Mary 2016) participates in the SEC meeting. It is the event organization responsibility to clean and monitor the bathrooms every hour during their events. It was noted that the restrooms were restocked at the end of the event. The organization placed 4 rolls of toilet paper on each of the paper racks and therefore over filled them making them nearly impossible to dispense toilet paper.
- The area rented and impacted by the event was left in a neat and clean condition. Extra work was not required of City staff for post event clean up.
- Staff monitored the event on Saturday from 1:00-1:30pm, 2:30-2:45pm, 4:45-5:15p.m., 6:15-6:45p.m. and on Sunday 7:45-8:45am, 10:00-11:30am and post event meeting from 3:30-4:15pm

cc Terry Melberg, Parks Supervisor

Event Budget/Project Funding

Income	2016 Budget	2016 Actual	2015 Actual
Registration / Admission Charge	546,000	-	-
Sponsorships	20,000	-	-
Wine Glass / Beer / Merchandise	17,000	-	-
Exhibitors (Expo and Festival)	7,000	-	-
Total Income	590,000	-	-

Direct/Operational			
Extra Staff	10,000	-	-
Course Operations	15,000	-	-
Speakers / Band	5,000	-	-
Law Enforcement / Security	9,500	-	-
Timing Company	13,000	-	-
Transportation	17,000	-	-
Medical	10,000	-	-
Waste Removal	5,000	-	-
Portable Toilets	13,000	-	-
Truck Rental	6,000	-	-
Other Equipment Rental	60,000	-	-
Signage	2,000	-	-
Permits/Licenses/Venue Fees (such as City Fees)	15,000	-	-
Insurance	3,000	-	-
Cost of Welcome Reception / Pre Race Dinner	30,000	-	-
Photographer/Videographer	8,000	-	-
Participant Awards (Shirts, Medals, Wine Glasses)	50,000	-	-
Staff Travel / Lodging	6,000	-	-
Other	5,000.00	-	-
Total Direct/ Operational Costs	282,500	-	-

Gross Margin	307,500	-	-
Margin %	52%	0%	0%

Overhead Expenses	2016 Budget	2016 Actual	2015 Actual
Administrative			
Salaries & Wages (provide breakdown by position on separate sheet)	190,000	-	-
Overhead (Facilities, Office Costs, Bank / Credit Card Fees, Legal and Accounting, Communications, Insurance)	40,000	-	-
Marketing			
Advertising	28,000	-	-

Website Design / Maintenance	3,500	-	-
Graphic Design	2,000	-	-
Printing Costs/Posters/flyers	2,000	-	-
	-	-	-
	-	-	-
Total Overhead Expenses	265,500	\$ -	\$ -

Operating Profit	42,000	\$ -	\$ -
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10% of Income:	59,000	\$ -	\$ -
40% of Difference between Income and Expense	16,800	\$ -	\$ -

If Expenses exceed 10% of Income please explain (attach additional pages as necessary):	
---	--

Amount Contributed to Non-Profit Beneficiary:	32,000
Name of Non-profit:	Various

Estimated Event/Project Funding			
Event Income	2016 Budget	2016 Actual	2015 Actual
Registration / Admission Charge			
Half Marathon - 3,200 x \$165	\$ 528,000.00	\$ -	\$ -
Gun Bun 5K - 400 x \$45	18,000.00	-	-
Paid For Attendee Rate (Tier 3)	-	-	-
Total Registration/Admission Revenue	546,000.00	-	-
Additional Revenue			
	2016 Budget	2016 Actual	2015 Actual
Advertising	-	-	-
Auction Live	-	-	-
Auction Silent	-	-	-
Beer Concession	-	-	-
Beverage Concessions	-	-	-
Charges to Exhibitors	-	-	-
Donations (other than sponsorships)	-	-	-
Food Concessions	-	-	-
Food Concessions	-	-	-
Fund A Need	-	-	-
Fund-Raising/Donations	-	-	-
Sale of Merchandise - Royalty	2,000.00	-	-
Vendor / Exhibitor (Expo and Festival)	7,000.00	-	-
Wine Glass and Beer Sales	15,000.00	-	-
Total	24,000.00	-	-
Sponsorship Revenue (Broken down by item)			
	-	-	-
Sponsorships	20,000.00	-	-
	-	-	-
	-	-	-
	-	-	-
Total Sponsorship Revenue	\$ 20,000.00	\$ -	\$ -

Napa to Sonoma, 7.17.16

Waste Diversion Rate

Material Type	Dumpster size/contents/notes	Total conta	Container	Total yards	Density (lb/cu yd)	Event waste
Trash	2 four yard dumpsters	2	4		8	800
Commingled (Paper and Bottle & Can)	see toters below					
Cardboard	2 four yard dumpsters	2	4		8	3200
*Food Scraps, event organics	10 yards to SF				10	3000
Toters/other containers						
Cans and commingled	9 64 gallon mixed	9	0.32		2.88	425
Glass	12 64 gallon	12	0.32		3.84	600
Cardboard	3 64 gallon	3	0.32		0.96	400
Organics	0				0	384
Trash	1	1	0.32		0.32	100
Diversion Rate Calculation						
Total Trash:						832
Total Recycled:						7112
Total Composted:						3000
Total Generation (Trash, Recycling, Composting):						10944
Diversion Rate:						92.40%

Other

Six bags of clean film

City of Sonoma

Department of Public Works
No. 1 The Plaza
Sonoma, California 95476-6690
Phone (707) 938-3332 Fax (707) 938-8775
E-Mail: cityhall@sonomacity.org



MEMORANDUM

November 15, 2016

TO: Lisa Janson, Special Event Manager
FROM: Dean Merrill, Street Supervisor
SUBJ: Destination Races 2017 Revised Plaza Parking Plan

This memorandum was prepared in response to the revised Plaza Parking Plan for Destination Races' 2017 Napa to Sonoma Wine Country Half Marathon event (see attached).

Over the years, the number of requested public parking spaces to be reserved for Destination Races' event has increased. Starting in 2011, the Street Department has scaled down the amount of parking reserved for the event due to the City potentially having other guests or residents needing to use some of the Plaza parking. In recent years, 79 public parking spaces have been allowed to be reserved for this event.

At this time, and continuing with the decision made in previous years, I approve the use of up to 79 public parking spaces in the Plaza area. This is due to the following reasons:

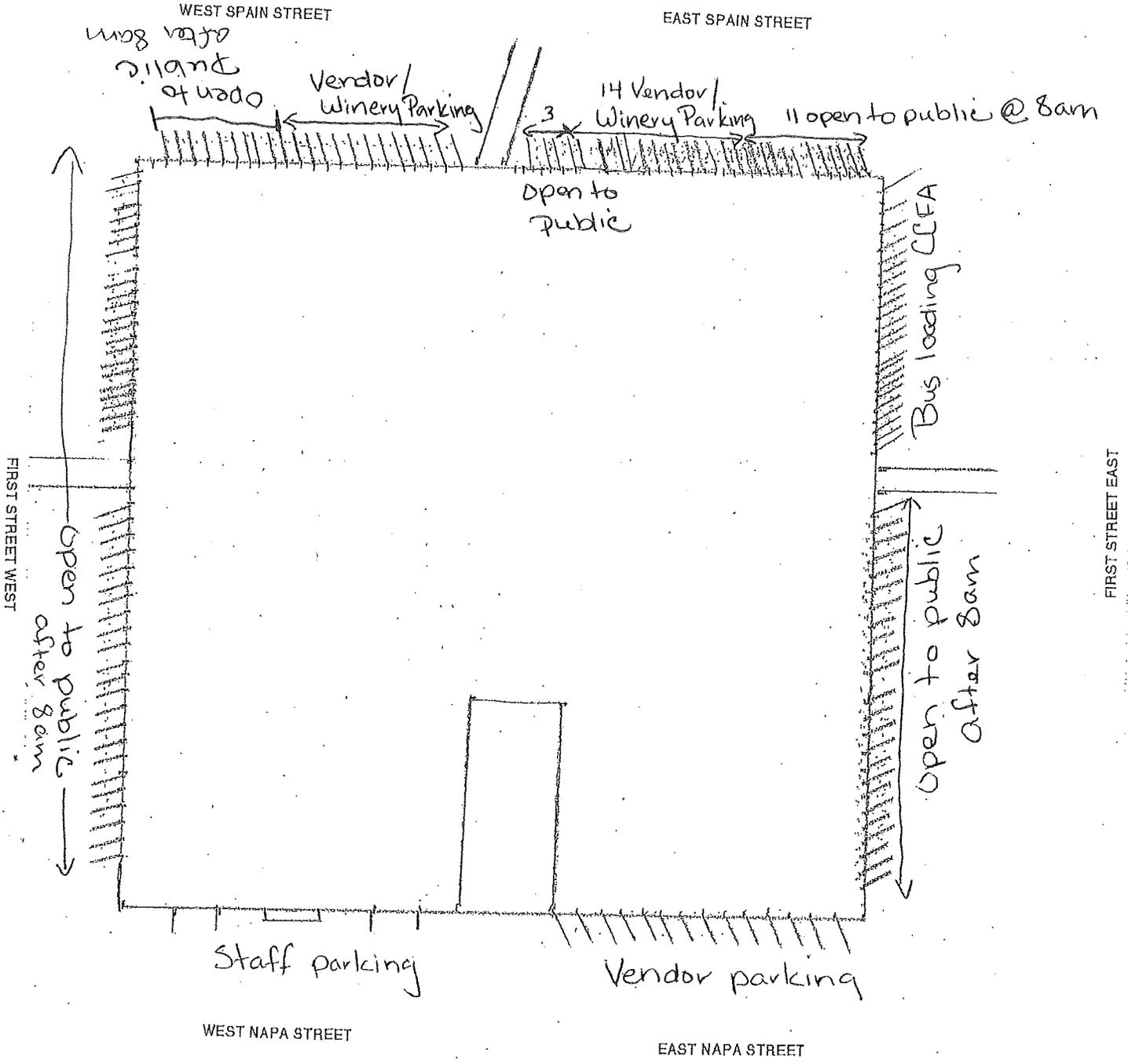
- 79 parking spaces are more than half the available spaces in the Plaza area;
- The City has other guests or residents potentially needing to use available Plaza parking; and
- Destination Races' also reserves an additional 150-170 other public parking spaces for their event.

As a condition of this approval, I would require Destination Races to provide staff in the reserved parking area to ensure the safety of the users and compliance with the City's regulations.

Attachment:

1. Destination Races' 2017 Revised Plaza Parking Plan

PLAZA PARKING MAP



CSEC approved roping off of all parking around the plaza





City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7B

Meeting Date: 11/21/16

Department

Planning and Community Services

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Discussion, consideration and possible action on establishing a Safe Parking program on the Police Station property, including consideration of a Memorandum of Understanding with Sonoma Overnight Support for program management.

Summary

On September 19, 2016, the City Council voted 3-2 to direct staff to develop a proposal for establishing a Safe Parking program on the Police Station property. As envisioned by the Council, the program would be provided on a trial basis, from December through March, and would be limited to five parking spaces. It would be operated in conjunction with the homeless shelter by Sonoma Overnight Support, the non-profit organization that manages the shelter. At its meeting of October 17, 2016, staff returned to the City Council to review alternatives for implementing its direction, at which time the Council voted 3-2 to direct staff as follows:

1. Process an application for a temporary use permit for the Safe Parking program from the Planning Commission.
2. Negotiate an agreement with Sonoma Overnight Support for the management of the program.

Pursuant to this direction, an application for a temporary use permit was made and reviewed by the Planning Commission at its meeting of November 8, 2016. Following a public hearing, the Planning Commission voted 6-1 (Comm. Cribb dissenting) to approve a temporary use permit, subject to conditions. Details concerning the program, including screening requirements for participants and rules of conduct, are provided in the attached Planning Commission staff report, along with the final conditions of approval.

In addition, SOS and staff have negotiated a draft Memorandum of Understanding (attached), which would constitute the agreement between the City and SOS for the management of the program. The MOU is subject to the review and approval of the City Council.

Recommended Council Action

Authorize the City Manager to execute the MOU, subject to any revisions deemed necessary by the Council.

Alternative Actions

Council discretion.

Financial Impact

The direct costs of the program will be funded through community donations. While there will be some staff time associated with monitoring the program, staff anticipates that this will be accommodated as part of normal work activities.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals

The consideration of a Safe Parking program falls within the City Council's Housing goal: *"To analyze policy and programmatic tools suggested by the 2015 Housing Element update; implement strategies to facilitate creation of affordable rental and workforce housing; sustain or increase opportunities to continue the programs currently in place to maintain current affordable housing stock."*

Compliance with Climate Action 2020 Target Goals:

N.A.

Attachments:

1. Draft MOU
 2. Planning Commission Staff Report/Final Conditions of Approval
 3. Planning Commission Late Correspondence
-

cc: Kathy King, SOS

Safe Parking Mailing List

Memorandum of Understanding (MOU) for Pilot Safe Parking Program

This Memorandum of Understanding (“MOU”) is made as of December 1, 2016 by and between the **City of Sonoma** (“City”) and **Sonoma Overnight Support, Inc** (“SOS”).

RECITALS

Whereas, a lack of affordable housing in the City and in Sonoma Valley results in a number of individuals and families living in their vehicles; and

Whereas, SOS and City are concerned with the safety, health and welfare of the community and wish to safeguard private property and provide a safe and sanitary place for people to park their vehicles on a short-term basis while they transition to more permanent housing; and

Whereas, City is willing to provide five (5) parking spaces overnight on its parking lot (the “Premises”) located between the City Police Station at 175 First Street West, Sonoma and The Haven (SOS emergency shelter) at 151 First Street West, Sonoma, as shown on Exhibit A attached hereto and incorporated by this reference, pursuant to a pilot “Safe Parking Program” (the “Program”) under the management of SOS. SOS shall support and oversee the overnight parking spaces, at no cost to City, through a commitment of expertise, policies/procedures, staffing, and other resources including, without limitation, technical assistance and guidance from Catholic Charities of the Diocese of Santa Rosa (“CCDSR”) which has implemented similar Safe Parking Programs in other areas of Sonoma County.

AGREEMENT

Now, therefore, in consideration of the covenants and conditions contained herein, the City and SOS agree as follows:

1. **Program Commencement and Termination:** The Program shall commence no earlier than December 1, 2016, and continue until 7:00 a.m. on March 31, 2017. The parties acknowledge that the Program is likely to start later in the month of December 2016, tentatively on December 19, in order to allow SOS time to fully screen, test and evaluate the Participants (as defined in Section 3). Notwithstanding the above, either party may terminate this MOU for any reason upon 10 days’ advance written notice to the other party, such notice to include the reason(s) for termination. Neither the City nor SOS shall be liable to the other for damages or any other relief, legal or equitable, merely as a result of termination of this MOU pursuant to this Section 1.
2. **Breach of Agreement:** Notwithstanding the termination provisions set forth in Section 1, if the City finds that the terms of the MOU have been substantially breached by SOS it may immediately terminate the MOU upon written notice to SOS documenting the breach of the agreement, provided that at SOS’ request, City shall meet with SOS to determine if SOS shall instead be allowed to cure the breach. Irrespective of the manner in which this MOU terminates, upon its termination, SOS shall promptly (a)

clean the Premises to the same condition they were in immediately prior to the date this MOU was entered, (b) notify all persons who may have been using or are likely to be using the Designated Spaces (as defined in Section 3) that they are no longer available for overnight parking, (c) remove all persons using the Designated Spaces for overnight parking from those spaces, and (d) prevent all persons desirous of using the Designated Spaces for overnight parking from using said spaces for overnight parking (with the exception of SOS employees whose duties require them to be at the Haven during part or all of the night, and Haven residents (clients who live at the Haven and sleep there overnight) who have vehicles).

3. **Use of Premises:** Subject to the terms set forth below, SOS may use 5 designated parking spaces (the “Designated Spaces”) located in the Premises between the hours of 9:00 p.m. and 7:00 a.m., 7 days per week (“Program hours”) for overnight parking by “Participants” in this Safe Parking Program. SOS shall provide adequate sanitation facilities for Participants as described in Section 8 below. Some evenings there may be events at the Field of Dreams near the Premises, and Participants will need to arrive at a later time. In that case, City shall notify SOS, who in turn shall notify the Participants to arrive at a later time. During Program hours, Participants shall stay at the Designated Spaces only. The SOS placard referred to in Section 6 shall be displayed at all times during Program hours on a Participant’s vehicle in a manner clearly visible from outside the vehicle. The City may modify Program hours and the length of time the Participants may stay at the Designated Spaces upon notification to SOS. During Program hours SOS shall not authorize more than 5 vehicles to park at the Premises and only in the Designated Spaces; provided, however, that SOS employees whose duties require them to be at the Haven during all or part of the night, and Haven residents as described in Section 2(d), may park at the Premises other than in the Designated Spaces during Program hours. SOS staff and representatives may enter the Premises as necessary for monitoring and enforcement activities. SOS shall mark or sign the Designated Spaces, in a manner approved by the City, to prevent vehicles other than those belonging to Participants from making use of them during Program hours.
4. **Program Preference.** Participants shall be screened and selected by SOS with a preference for women and children, City residents, and seniors.
5. **Written Agreement with Users and Compliance with Rules Required:** SOS shall only issue permits to Participants with whom SOS has made a prior written agreement to use a Designated Space for overnight parking; such agreement must be signed by the Participant (the driver of the vehicle) and by all the Participant’s registered household members. The City shall have the right to review and approve the basic form of such agreement in advance. Each potential Participant shall be evaluated in advance by the SOS Case Manager. As part of such evaluation, alcohol and drug testing shall be performed on all potential Participants and his/her registered household members, and anyone who tests positive shall automatically be disqualified. Also as part of of such evaluation, SOS shall check all potential Participants, and their registered household members, against the State-wide Megan’s Law database, and any person found to be on such database shall be disqualified from the Program. The written agreement between SOS and each Participant shall, at a minimum, contain the following requirements:

- a) Every Participant must have a valid driver's license and current registration, and the Participant's vehicle must be in working order.
 - b) Each vehicle shall only be occupied by designated Participants and approved and registered household members. Guests are prohibited.
 - c) No alcohol or illicit drugs shall be contained in the vehicle or consumed on the Premises. Random drug and alcohol tests shall be performed by SOS and each Participant and all the other occupants of the vehicle shall submit to such testing.
 - d) Cooking or food preparation is prohibited on the Premises.
 - e) Littering is prohibited. All trash shall be disposed of properly at another location and not on the Premises. However, at the City's option a trash and/or recycling receptacle for use by Participants may be provided.
 - f) Loitering is prohibited. Participants and their vehicles must leave the Premises every day at the end of Program hours. However, Participants who are also day clients of SOS may return to the Premises and park their vehicles in the Premises to use Haven services during normal Haven day client hours.
 - g) With respect to sanitation needs, Participants (including household members) shall exclusively use the sanitation facilities provided by SOS as described in Section 8 during Program hours.
 - h) No music may be played that is audible on the surrounding sidewalk, in surrounding buildings (including neighboring residences, the Haven, and the Police Station), on the Field of Dreams, or that is so loud as to disturb other Participants while in their Designated Spaces during Program hours.
 - i) Parking shall be limited to the Program hours and days specified above.
 - j) Participant(s) shall comply with SOS's Good Neighbor Policy (which will be affixed to the agreement as Attachment "A").
 - k) Participants shall comply with all applicable local, state and federal laws, rules and regulations and any other rules as outlined in the written agreement.
 - l) Failure to follow all rules shall result in immediate termination and expulsion from the Program.
 - m) Every Participant must carry insurance during the entire time he/she is using the Designated Spaces, covering his/her vehicle in amounts meeting the minimum requirements of State law, and must provide evidence of same to SOS.
6. **Authorized, Permitted Vehicles Only:** SOS shall use reasonable efforts, including overnight monitoring and (if necessary) volunteers on-site, to ensure that only one vehicle owned by a Participant is parked in the Participant's Designated Space during Program hours. SOS shall give the City Police Department a list of the license plate numbers and driver's license numbers of all authorized Participants, as well as the names of the registered household members for each vehicle. SOS shall also supply each Participant authorized to use a Designated Space with a placard to be displayed in the Participant's vehicle window indicating that the Participant is authorized to park overnight in a Designated Space. The SOS overnight monitor shall direct all unauthorized vehicles to leave the Premises during Program hours.
7. **Removal of Vehicles:** Subject to the California Vehicle Code, upon notification by City, SOS shall remove any vehicle parked in a Designated Space after 7:00 a.m., including but not limited to an abandoned and inoperable vehicle. Upon notification to the relevant Participant, and subject to a Participant's right to return to the Premises for the purpose specified in Section 5(f), above, SOS shall also remove any vehicle owned by a

Participant that is parked anywhere on the Premises other than in a Designated Space, and any other unauthorized vehicle parked on the Premises, outside of Program hours. However, the parties acknowledge that members of the public are entitled to park in the Premises during and outside of Program hours for authorized activities involving the facilities on the subject property, including but not limited to visiting the Police Station and attending meetings at the Community Meeting room, and such use shall not, by itself, be considered unauthorized use of the Premises.

8. Other SOS Responsibilities:

- a. The SOS night monitor shall be on site to ensure appropriate behavior by Participants and compliance with the terms of this MOU and the Program. The night monitor shall wake Participants at 6:00 a.m. each day, to give them time to get ready to leave, and to ensure they do leave, the Premises by 7:00 am.
- b. A case manager shall be assigned by SOS to the Program to perform the initial evaluation of Participants and to work with Participants to find alternative housing.
- c. SOS shall ensure that the Premises are kept in a clean and orderly manner.
- d. SOS shall provide a sanitation facility in the back yard of the Haven (and as shown on the diagram attached as Exhibit "B," incorporated by this reference) for the exclusive use of Program Participants including registered household members. This facility shall be equipped with a sink inside and shall be cleaned daily. The sanitation facility shall be locked during the day and only opened during Program hours (as such hours may be adjusted for Field of Dreams events in accordance with Section 3). Entry to the area where the sanitation facility is located shall be limited to the front sidewalk of the Haven as shown on Exhibit "B."
- e. To help ensure appropriate behavior by Participants and others during Program hours, SOS shall maintain an alarm system with two cameras: one on the front porch of the Haven with a live stream view of the Designated Spaces, and one focused on the Haven's back yard.
- f. At all times SOS shall adhere to the terms and conditions of the Temporary Use Permit that was granted by the City Planning Commission on November 10, 2016 with respect to the Program and which is attached as Exhibit C and incorporated by this reference.
- g. SOS shall track and record client demographics and outcomes and, at City's request, shall provide this information to City.

9. **Post-Program Evaluation:** At least two weeks prior to March 31, 2017 (expiration of the pilot Program), City and SOS agree that SOS, City Representatives including the Police Chief, and other stakeholders (homeless clients, leaders of the Field of Dreams and the dog park, and First Street neighbors) shall meet to review and evaluate the Program, its successes and areas for improvement, with a view to making a recommendation to the City Council regarding continuation of a safe parking program within City limits.

10. **Indemnification:** To the full extent allowed by law, SOS shall defend (with counsel acceptable to City), indemnify and hold harmless City and its officers, officials, agents and employees (collectively, Indemnitees) from and against any and all claims, demands, suits, actions, administrative proceedings, regulatory proceedings, civil penalties, fines, damages, costs, expenses (including without limitation reasonable attorneys' fees and costs of litigation), judgments or liabilities (collectively, "Liability"), of every nature arising out of or in connection with (a) SOS's performance or lack of performance under this MOU; (b) SOS's breach of this MOU; and/or (c) the Program, including without limitation death, personal injury or property damage caused by or suffered by a Participant on or adjacent to the Premises; except such Liability resulting from the sole negligence or willful misconduct of Indemnitees. SOS shall provide a "Certificate of Liability Insurance" naming City, its officers, officials, agents and employees as additional insureds, in form and content acceptable to City, prior to commencement of the Program at the Premises. The defense and indemnity obligations of this MOU are undertaken in addition to, and shall not be limited in any way, by SOS's insurance obligations, and shall survive expiration or the earlier termination of this MOU. SOS shall notify City immediately in the event of any accident, damage or injury arising out of or in connection with this MOU.
11. **Compliance with Laws:** SOS shall fully comply with all applicable local, state and federal laws, statutes, ordinances, rules and regulations relating to the Participants' use of the Designated Spaces.
12. **Condition of Property and Improvements:** City makes no representations or warranties regarding the suitability of the Designated Spaces for overnight sleeping or regarding conditions of the improvements in the Premises.
13. **Alterations:** SOS shall not alter or make improvements to the Designated Spaces, the parking lot, or any portion of the Premises without the express written approval of the City.
14. **Governing Law:** This MOU is governed by the laws of the State of California.
15. **Whole Agreement:** This MOU constitutes the entire agreement between the parties related to the use of the Premises and the Designated Spaces and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties related thereto.
16. **Amendments:** Any amendments to this MOU shall be in writing and executed by both parties.
17. **Severability:** If any provision of this MOU is held to be invalid or unenforceable with respect to any party, the remainder of this MOU or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.

18. **No Waiver:** The waiver by either party of any term, covenant, agreement or condition contained in this MOU shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this MOU.

19. **Authority of Signatories.** The signatories to this MOU represent and warrant that they are authorized to sign this MOU on behalf of, and thereby to bind, the parties for whom they are signing.

20. **Notices.** Any notices required to be given pursuant to this MOU shall be in writing and may be delivered personally, by U.S. mail, facsimile or email, to the addresses below or such other addresses as a party may subsequently provide:

a. To City: City of Sonoma
1, The Plaza
Sonoma, CA 95476
Attention: City Manager

b. To SOS: Sonoma Overnight Support
151 First Street West
Sonoma, CA 95476
Attention: Executive Director

Personal delivery of notices shall be deemed effective immediately. Certified or registered mail, return receipt requested, shall be deemed delivered on receipt if delivery is confirmed by a return receipt. Facsimile and email delivery shall be deemed delivered on transmittal, absent a message to sender indicating a failure of delivery.

21. **No Third Party Beneficiaries.** The parties hereto do not intend to create, and nothing in this MOU shall be construed to create, any benefit or right in any third party.

22. **Parties Not Co-Venturers.** Nothing in this MOU is intended to or shall establish the parties hereto as partners, co-venturers, or principal and agent with one another.

23. **Recitals Incorporated.** The Recitals are incorporated by this reference.

IN WITNESS WHEREOF, City and SOS have executed this MOU as of the last date set forth below.

City of Sonoma

Date: _____

By: _____
[Signature], Sonoma City Manager

Sonoma Overnight Support

Date: _____

By: _____
[Signature], Executive Director

Agenda Item Title: Application for a Temporary Use Permit to allow the implementation of a Safe Parking program in conjunction with an existing emergency shelter.

Applicant/Owner: City of Sonoma

Site Address/Location: 151 First Street West

Staff Contact: David Goodison, Planning Director
Staff Report Prepared: 11/03/16

PROJECT SUMMARY

Description: Application for a a Temporary Use Permit to allow the development of a Safe Parking program in conjunction with an existing emergency shelter.

General Plan Designation: Public Facility (P)

Zoning: **Base:** Public **Overlay:** Historic

Site Characteristics: The subject property is a 7.5-acre site, owned by the City of Sonoma, and developed with a Police Station/Council Chambers facility, playing fields, and associated parking, as well as a nine-bed emergency shelter.

Surrounding Land Use/Zoning: **North:** A vacant property/Hillside Residential
South: A restaurant and single-family residences/Medium Density Residential (R-M)
East: Arnold Field and the Sonoma Valley Veterans' Building/Public (P)
West: Vallejo Home State Park/Park (Pk)

Environmental Review:

<input checked="" type="checkbox"/> Categorical Exemption	<input type="checkbox"/> Approved/Certified
<input type="checkbox"/> Negative Declaration	<input checked="" type="checkbox"/> No Action Required
<input type="checkbox"/> Environmental Impact Report	<input type="checkbox"/> Action Required
<input type="checkbox"/> Not Applicable	

Staff Recommendation: Approve the Temporary Use Permit, subject to conditions.

PROJECT ANALYSIS

BACKGROUND

Beginning last June, the City Council has been discussing the concept of establishing a Safe Parking program. The concept of safe parking refers to a managed allowance for homeless persons with cars to sleep in their cars overnight at a safe location, preferably with access to bathroom facilities. Participating clients are screened in advance and given parking passes for designated spaces. Safe parking programs are often but not always offered on a seasonal basis during the winter months. The concept was originally put forward by Sonoma Overnight Support (SOS), the local non-profit organization that manages the City-owned homeless shelter on the Police Station property. SOS put forward the proposal because they saw a need for it through the operation of the shelter. At the time of their original proposal, they believed that Catholic Charities would be available to provide on-site support for the program. (Since that time, Catholic Charities has indicated that while they could provide advice and technical resources based on their experience operating Safe Parking programs in other communities, they would not provide on-site assistance.) On September 19, 2016, the City Council voted 3-2 to direct staff to develop a proposal for establishing, on a trial basis, a Safe Parking program on the Police Station property, limited to five spaces and operated in conjunction with the homeless shelter. At its meeting of October 17, 2016, staff returned to the City Council to review alternatives for implementing its direction, at which time the Council voted 3-2 to direct staff as follows:

1. Process an application for a temporary use permit for the Safe Parking program from the Planning Commission. A temporary use permit was recommended because it is consistent with Development Code provisions regarding emergency shelters, it provides a mechanism for establishing conditions of approval, and it allows for neighbor notice and comment.
2. Negotiate an agreement with Sonoma Overnight Support for the management of the program. This agreement would incorporate conditions of approval identified through the temporary use permit process as well as issues such as insurance requirements. Once a draft agreement was negotiated, it would be brought to the City Council for final review and approval.

Pursuant to this direction, an application for a temporary use permit has been made, as detailed in this staff report. In addition, SOS and staff have begun working on a draft Memorandum of Understanding (attached), which would constitute the agreement between the City and SOS for the management of the program. The MOU will be subject to the review and approval of the City Council.

DETAILED PROJECT DESCRIPTION

As proposed, the Safe Parking program would consist of five designated parking spaces adjoining the shelter. Approval would be on a trial basis to test the concept for a four-month period, beginning in December. Program management, including client screening, would be provided by Sonoma Overnight Support, in conjunction with its management of the emergency shelter located on the Police Station property. Hours of operation would be from 9 p.m. to 7 a.m., with variations as needed to accommodate special events that might occur on the Police Station property. Participating clients would be subject to the following regulations and requirements:

- Every driver must have a valid driver's license and current registration and vehicles must be in working order.
- Each vehicle shall only be occupied by designated participants and approved and registered household members.

- The use of alcohol and illicit drugs would be prohibited. Random drug and alcohol tests would be performed by SOS.
- Cooking and food preparation would be prohibited.
- SOS would be required to keep the area in a clean and orderly condition.
- Loitering would be prohibited. Participants and their vehicles would be required to leave the area by 7:00 a.m.
- Loud music or other noise disturbances would be prohibited.

These rules would be enforced by a program monitor provided by SOS. Failure to follow the rules would result in immediate expulsion from the program. SOS would supply each participant with a placard to be displayed in the vehicle window indicating authorizing to park overnight in a designated space. The SOS monitor would check-in participants and direct anyone other than an approved participant to leave the premises during program hours. Each morning, the monitor would ensure that program participants leave the premises by 7:00 a.m. Additionally, SOS would provide the Police Department, on a weekly basis at minimum, an updated list of the license plate numbers and driver’s license numbers of authorized participants, as well as the names of the registered household members for each vehicle. To further assure security, SOS would maintain an alarm system with two cameras: one on the front porch of the shelter with a view of the designated spaces, and one focused on the shelter’s back yard. Participants in the Safe Parking program would not have access to the shelter during the program hours. SOS would provide a portable sanitation facility (including a sink) in the back yard of the shelter for the exclusive use of program participants. This facility would be cleaned daily. It would be locked during the day and only opened during program hours.

GENERAL PLAN CONSISTENCY (Not Applicable to this Project)

The project site is designated as “Public Facility” in the General Plan, the purpose of which is to provide for public and quasi-public uses of all kinds, including emergency shelters. General Plan policies applicable to the project are set forth below:

Policy 5.3: Continue to address the special needs of persons with disabilities, including developmental disabilities, through provision of supportive housing, accessibility grants, zoning for group housing, universal design, and procedures for reasonable accommodation.

Policy 5.4: Work cooperatively with the County and other applicable organizations to address valley-wide special housing needs, such as housing for agricultural workers and the homeless, and including transitional housing and emergency shelters.

The proposed Safe Parking program is consistent with Housing Element policies addressing special needs groups.

DEVELOPMENT CODE CONSISTENCY (Not Applicable to this Project)

Use: In order to comply with State law, the City amended the Development Code in 2014 to identify emergency shelters having fifteen beds or fewer as a permitted use, meaning that use permit is not required for such facilities on properties having the “Public” zoning designation. The existing emergency shelter has a capacity of 9-10 beds (it is currently occupied by 7 persons). Assuming that at two persons could be accommodated in participating vehicles, the proposed Safe Parking could be viewed as expanding the emergency shelter capacity of the site to twenty beds. Based on this interpretation, it is staff’s view that use permit review is required. Since the program is untested and is intended to address a seasonal need, staff is proposing that the Safe Parking program be processed as a Temporary Use Permit, pursuant to section 19.54.030 of the Development Code.

Compliance with Quantified Standards: Because the project consists of the use of existing parking spaces, it does not raise any issues with respect to setbacks, coverage, Floor Area Ratio or other development standards applicable to new construction.

Parking: The Safe Parking program would make use of five existing parking spaces. Because the use of the spaces for the program would be limited to the hours of 9:00 p.m. to 7:00 a.m., parking impacts on other uses of the Police Station property, including the use of the Field of Dreams, would be limited.

CONSISTENCY WITH OTHER CITY ORDINANCES/POLICIES (☒ Not Applicable to this Project)

ENVIRONMENTAL REVIEW (☒ Not Applicable to this Project)

The proposed Safe Parking is exempt from environmental review pursuant to Section (b)(3) of Title 14 of the California Code of Regulations, because it is a temporary use that involves no new construction that will not result in a direct or reasonably foreseeable indirect physical change in the environment.

DISCUSSION OF PROJECT ISSUES

The primary issue associated with this project is that of compatibility with neighboring uses and other uses on the Police Station property, especially the Field of Dreams. While this new proposal provides for a seasonal increase in the effective capacity of the shelter, program participants will be monitored and supervised. In addition, the hours of the program—9:00 p.m. to 7:00 a.m.—should help reduce potential conflicts with the use of the playing fields. However, it must be said that Field of Dreams users and residents of the area already report issues related to the presence of the shelter, including vandalism, petty theft, and unwanted confrontations. (See attached incident map submitted by a resident of the area.) In speaking about this issue with the Police Department, it is the view of Planning staff that these issues mainly arise from the day services provided at the shelter, rather than the shelter residents, as the residents are screened and monitored, which is not the case with those seeking day services. That said, it is staff's view that if the Safe Parking program is carefully managed, it should not add to the issues associated with the day services program because, as with the shelter residents, participants will be screened and monitored. Requirements intended to ensure that the program does not create compatibility issues include the following:

- On-site check-in, check-out, and supervision by a program monitor.
- Screening of participants, including drug testing.
- The use of alcohol and illicit drugs would be prohibited.
- Random drug and alcohol tests would be performed by SOS.
- Prohibitions on cooking, food preparation, and loud music.
- Regular site maintenance and clean-up.
- Loitering is prohibited. Participants and their vehicles would be required to leave the area every day by 7:00 a.m.
- Ongoing reporting and coordination with the Police Department.

On a separate track, Planning staff and the Police Department will work with SOS to address the issues raised regarding their day services programs. On a related matter, the Police Chief has noted that if the Safe Parking program is implemented, restrictions on camping overnight in other public places within city limits will be strictly enforced, as otherwise the provision of the program could lead to overnight parking in other areas of the city.

RECOMMENDATION

Staff recommends that the Planning Commission approve a Temporary Use Permit authorizing the proposed Safe Parking program for a four-month period, based on the attached findings and subject to the recommended conditions of approval.

Attachments

1. Draft Findings of Project Approval
2. Draft Conditions of Approval
3. Draft MOU
4. SOS Submittal
5. Incident Map (neighbor submittal)

cc: Bret Sackett, Police Chief

Safe Parking Program Email List

Bill Spencer
319 First Street West
Sonoma, CA

Steve Weisiger
227 First Street West
Sonoma, CA

Kathy Reilly
217 First Street West
Sonoma, CA

Denise Ewings
217 First Street West
Sonoma, CA

Gia Ghilarducci
c/o Depot Hotel
241 First Street West
Sonoma, CA

City of Sonoma Planning Commission
FINDINGS OF TEMPORARY USE PERMIT APPROVAL
Safe Parking Program
151 First Street West

November 10, 2016

Based on substantial evidence in the record, including but not limited to the initial study and staff report, and upon consideration of all testimony received in the course of the public review, including the public review, the City of Sonoma Planning Commission finds and declares as follows:

1. The proposed use is consistent with the General Plan, in that emergency shelters and services are allowable uses in the “Public” land use designation.
2. The proposed use is allowed with a conditional Use Permit within the applicable zoning district and complies with all applicable standards and regulations of this Development Code, because emergency shelters of 16 or more beds are identified as a conditionally-permitted use in the “Public” zone and because, as a temporary use that involves no new construction, it does not raise any issues of consistency with the quantified standards of the Development Code applicable to new development.
3. The location, size, design, and operating characteristics of the proposed use are compatible with the existing and future land uses in the vicinity, because:
 - A. The approval of the Safe Parking Program is limited to five parking spaces, with a four-month term that automatically expires on March 31, 2017.
 - B. The conditions of approval include requirements for client screening, on-site monitoring, limitations on hours, reporting and coordination with the Police Department, and other measures intended to ensure safety and compatibility.
4. The proposed use will not impair the architectural integrity and character of the zoning district in which it is to be located, in that the safe parking program is a temporary use that makes use of an existing parking lot and does not involve the development of any permanent structures.

City of Sonoma Planning Commission
CONDITIONS OF APPROVAL FOR TEMPORARY USE PERMIT
Safe Parking Program
151 First Street West

November 10, 2016

1. This Temporary Use Permit is granted for a four-month period, beginning on December 1, 2016, and terminating on March 31, 2017.

Enforcement Responsibility: *Planning Director*
Timing: *Term of Temporary Use Permit*

2. The Safe Parking program shall be operated and managed by Sonoma Overnight Support (SOS) under a Memorandum of Understanding (MOU), the terms of which shall be subject to the review and approval of the City Council. The MOU shall address, at a minimum, the following:

- a. The program shall be limited to the use of five designated parking spaces, selected by the City, in proximity to the emergency shelter. The use of the designated parking spaces shall be limited to 9:00 p.m. to 7:00 a.m.
- b. SOS shall maintain liability insurance, of an amount satisfactory to the City Council, naming the City and the Field of Dreams organization as additional insured.
- c. Screening procedures, subject to the review and approval of the City, shall be adopted and implemented on a consistent basis, applicable to all prospective clients. As part of the screening process, SOS shall check all applicants, including all household members, against the State-wide Megan's Law database. Any person found to be on the database shall be disqualified from the program. Screening procedures shall include drug testing. Participants shall be screened with a preference for women and children, City residents, and seniors.
- d. Regular reporting to the Police Department identifying program participants and their vehicles.
- e. Loitering is prohibited. Participants and their vehicles are required to leave the Safe Parking area every day by 7:00 a.m.
- f. Due to the security requirements necessary to protect their safety, battered women shall not be placed in the program but instead shall be referred to specialized facilities that are set up to ensure client safety in those circumstances.
- g. SOS shall refer program participants to applicable support services and an SOS caseworker shall work with them to seek permanent housing.
- h. The Safe Parking program shall be fully documented by SOS, to include client demographics, and reports of usage shall be provided to the City on a monthly basis.
- i. SOS shall provide a program monitor who shall check-in and check-out program participants each day. At a minimum, the monitor shall be on-site from 9 p.m. to midnight and from 6 a.m. until all program participants have left the parking lot. The program monitor shall be available on-call at all other times in which the designated parking spaces are occupied by program participants.
- j. Noise control measures.
- k. The regular clean-up of the site shall be required.
- l. The provision and maintenance of a sanitation facility, with sink, shall be required.
- m. Other security measures as deemed necessary by the City.
- n. Provisions for the immediate termination of the use in the event that the City finds that the terms of the Temporary Use Permit or the MOU have been substantially breached.
- o. Other management requirements as deemed necessary by the City Council.

Enforcement Responsibility: *Planning Director/Police Chief/City Council*
Timing: *Prior to commencement of the use/ongoing*

3. A follow-up review on the operation of the Safe Parking program, to include neighbor outreach, shall be conducted no later than two weeks following the termination of the Temporary Use Permit.

Enforcement Responsibility: Planning Director/Police Chief
Timing: No later than two weeks following the termination of the Temporary Use Permit

Draft

Memorandum of Understanding (MOU) for Pilot Safe Parking Program

This Memorandum of Understanding (“MOU”) is made as of [December 1, 2016] by and between the **City of Sonoma** (“City”) and **Sonoma Overnight Support, Inc** (“SOS”).

Whereas, a lack of affordable housing in the City and in Sonoma Valley results in a number of individuals and families living in their vehicles; and

Whereas, SOS and City are concerned with the safety, health and welfare of the community and wish to safeguard private property and provide a safe and sanitary place for people to park their vehicles on a short-term basis while they transition to more permanent housing; and

Whereas, City is willing to provide five (5) parking spaces overnight on its parking lot next to The Haven (SOS emergency shelter located at 151 First Street West, Sonoma) (the “Premises”), pursuant to a pilot “Safe Parking Program” (the “Program”) under the management of SOS. SOS shall support and oversee the overnight parking spaces, at no cost to City, through a commitment of expertise, policies/procedures, staffing, and other resources including, without limitation, technical assistance and guidance from Catholic Charities of the Diocese of Santa Rosa (“CCDSR”) which has implemented similar Safe Parking Programs in other areas of Sonoma County.

Now, therefore, in consideration of the covenants and conditions contained herein, the City and SOS agree as follows:

1. **Term:** The term of this MOU shall commence on [December 1, 2016], and continue until March 31, 2017. Notwithstanding the above, either party may terminate this MOU for any reason upon 10 days’ written notice to the other party, such notice to include the reason for termination.
2. **Breach of Agreement:** Notwithstanding the term set forth in Section 1, if the City finds that the terms of the MOU have been substantially breached by SOS it may immediately terminate the MOU upon written notice to SOS documenting the breach of the agreement, provided that at SOS’ request, City shall meet with SOS to determine if SOS shall instead be allowed to cure the breach.
3. **Use of Parking Lot:** Subject to the terms set forth below, SOS may use 5 designated parking spaces (the “Designated Spaces”) between the hours of 9:00 p.m. and 7:00 a.m., 7 days per week for overnight parking by “Participants” in this Safe Parking Program. SOS shall provide adequate sanitation facilities for Participants as described in Section 8 below. Some evenings there may be events at the Field of Dreams near the Premises, and Participants will need to

arrive at a later time. In that case, City shall notify SOS, who in turn shall notify the Participants to arrive at a later time. Participants shall stay at the Designated Spaces only. The SOS placard referred to in Section 6 shall be displayed at all times during Program hours on a Participant's vehicle in a clearly visible manner. The City may modify Program hours and length of stay upon notification to SOS. SOS shall not authorize more than 5 vehicles to park at the Premises. SOS staff and representatives may enter the Premises as necessary for monitoring and enforcement activities. SOS shall mark or sign the Designated Spaces, in a manner approved by the City, to prevent vehicles other than those belonging to Participants from making use of them during Program hours. SOS shall cordon off the Premises during Program hours, so that no vehicles other than those belonging to Participants or the City Police can enter the Premises during Program hours.

4. **Program Preference.** Participants shall be screened by SOS with a preference for women and children, City residents, and seniors.
5. **Written Agreement with Users and Compliance with Rules Required:** SOS shall only issue permits to Participants with whom SOS has made a prior written agreement to use a Designated Space for overnight parking. Each potential Participant shall be evaluated in advance by the SOS Case Manager. As part of such evaluation, alcohol and drug testing shall be performed and anyone who tests positive shall automatically be disqualified. The written agreement between SOS and each Participant shall, at a minimum, contain the following requirements:
 - a) Every driver must have a valid driver's license and current registration, and the Participant's vehicle must be in working order.
 - b) Each vehicle shall only be occupied by designated Participants and approved and registered household members. Guests are prohibited. No more than two adults shall be allowed in any vehicle.
 - c) No alcohol or illicit drugs shall be contained in the vehicle or consumed on the Premises. Random drug and alcohol tests shall be performed by SOS.
 - d) Cooking or food preparation is prohibited on the Premises.
 - e) Littering is prohibited. All trash shall be disposed of properly at another location and not on the Premises. However, at the City's option a trash and/or recycling receptacle for use by Participants may be provided.
 - f) Loitering is prohibited. Participants and their vehicles must leave the Premises every day at the end of Program hours. However, Participants who are also day clients of SOS may come back to use Haven services during normal Haven day client hours.
 - g) With respect to sanitation needs, Participants (including household members) shall exclusively use the sanitation facilities provided by SOS as described in Section 8 during Program hours.
 - h) No music may be played that is audible on the surrounding sidewalk, in surrounding buildings (including neighboring residences, the Haven, and the Police Station), on the Field of Dreams, or that is so loud as to disturb other Participants while in their Designated Spaces.
 - i) Parking shall be limited to the Program hours and days specified above.

- j) Participant(s) shall comply with SOS's Good Neighbor Policy (Attachment "A").
 - k) Participants shall comply with all applicable local, state and federal laws rules and regulations and any other rules as outlined in the written agreement.
 - l) Failure to follow all rules shall result in immediate termination and expulsion from the Program.
6. **Authorized, Permitted Vehicles Only:** SOS shall use reasonable efforts, including overnight monitoring and (if necessary) volunteers on-site, to ensure that only one vehicle owned by a Participant is parked in the Participant's Designated Space during Program hours. SOS shall give the City Police Department a list of the license plate numbers and driver's license numbers of all authorized Participants, as well as the names of the registered household members for each vehicle and shall provide the Police Department with an updated list upon any change in authorized clients, associated household members, or vehicles. SOS shall also supply each Participant authorized to use a Designated Space with a placard to be displayed in the Participant's vehicle window indicating that the Participant is authorized to park overnight in a Designated Space. The SOS overnight monitor shall direct anyone other than an approved Participant to leave the Premises during Program hours.
7. **Removal of Vehicles:** Subject to the California Vehicle Code, upon notification by City, SOS shall remove any vehicle parked in a Designated Space after 7:00 a.m., including but not limited to an abandoned and inoperable vehicle. Upon notification, SOS shall also remove any vehicle owned by a Participant that is parked anywhere on the Premises other than in a Designated Space, and any other unauthorized vehicle parked on the Premises, outside of Program hours.
8. **Other SOS Responsibilities:**
- a. The SOS night monitor shall be on site to ensure appropriate behavior by Participants and compliance with the terms of the Program. The night monitor shall wake Participants at 6:00 a.m. each day, to give them time to get ready to leave, and to ensure they do leave, the Premises by 7:00 am.
 - b. A case manager shall be assigned to the Program to perform the initial evaluation of Participants and to work with Participants to find alternative housing.
 - c. SOS shall ensure that the Premises are kept in a clean and orderly manner.
 - d. SOS shall provide a sanitation facility in the back yard of the Haven for the exclusive use of Program Participants including registered household members. This facility shall be equipped with a sink inside and shall be cleaned daily. The sanitation facility shall be locked during the day and only opened during Program hours (as such hours may be adjusted for Field of Dreams events). Entry to the area where the sanitation facility is located shall be limited to the front sidewalk of the Haven.

- e. To help ensure appropriate behavior by Participants and others during Program hours, SOS shall maintain an alarm system with two cameras: one on the front porch of the Haven with a live stream view of the Designated Spaces, and one focused on the Haven's back yard.
9. **Post-Program Evaluation:** At least two weeks prior to March 31, 2017 (expiration of the pilot Program), City and SOS agree that SOS, City Representatives including the Police Chief, and other stakeholders (homeless clients, leaders of the Field of Dreams and the dog park, and First Street neighbors) shall meet to review and evaluate the Program, its successes and areas for improvement, with a view to making a recommendation to the City Council regarding continuation of a safe parking program within City limits.
 10. **Indemnification:** To the full extent allowed by law, SOS shall defend (with counsel acceptable to City), indemnify and hold harmless City and its officers, officials, agents and employees (collectively, Indemnitees) from and against any and all claims, demands, suits, actions, administrative proceedings, regulatory proceedings, civil penalties, fines, damages, costs, expenses (including without limitation reasonable attorneys' fees and costs of litigation), judgments or liabilities (collectively, "Liability"), of every nature arising out of or in connection with the Safe Parking Program at the Premises, including without limitation death, personal injury or property damage caused by or suffered by a Participant on or adjacent to the Premises; except such Liability resulting from the sole negligence or willful misconduct of Indemnitees. SOS shall provide a "Certificate of Liability Insurance" naming City, its officers, officials, agents and employees as additional insureds, in form and content acceptable to City, prior to commencement of the Program at the Premises. The defense and indemnity obligations of this MOU are undertaken in addition to, and shall not be limited in any way, by SOS's insurance obligations, and shall survive expiration or the earlier termination of this MOU. SOS shall notify City immediately in the event of any accident, damage or injury arising out of or in connection with this MOU.
 11. **Compliance with Laws:** SOS shall fully comply with all applicable local, state and federal laws, statutes, ordinances, rules and regulations relating to the Participants' use of the Designated Spaces.
 12. **Condition of Property and Improvements:** City makes no representations or warranties regarding the suitability of the Designated Space for overnight sleeping or regarding conditions of the improvements in the Premises.
 13. **Alterations:** SOS shall not alter or make improvements to the Designated Spaces, the parking lot, or any portion of the Premises without the express written approval of the City.
 14. **Governing Law:** This MOU is governed by the laws of the State of California.
 15. **Whole Agreement:** This MOU constitutes the entire agreement between the parties related to the use of the Premises and the Designated Spaces and

supersedes all prior written and verbal agreements, representations, promises or understandings between the parties related thereto.

16. **Amendments:** Any amendments to this MOU shall be in writing and executed by both parties.
17. **Severability:** If any provision of this MOU is held to be invalid or unenforceable with respect to any party, the remainder of this MOU or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
18. **No Waiver:** The waiver by either party of any term, covenant, agreement or condition contained in this MOU shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, agreement or condition contained in this MOU.
19. **Authority of Signatories.** The signatories to this MOU represent and warrant that they are authorized to sign this MOU on behalf of, and thereby to bind, the parties for whom they are signing.
20. **Notices.** Any notices required to be given pursuant to this MOU shall be in writing and may be delivered personally, by U.S. mail, facsimile or email, to the addresses below or such other addresses as a party may subsequently provide:
 - a. To City: City of Sonoma
 1, The Plaza
 Sonoma, CA 95476
 Attention: City Manager
 - b. To SOS: Sonoma Overnight Support
 151 First Street West
 Sonoma, CA 95476
 Attention: Executive Director
21. Personal delivery shall be effective immediately. Certified or registered mail, return receipt requested, shall be deemed delivered on receipt if delivery is confirmed by a return receipt. Facsimile and email delivery shall be deemed delivered on transmittal, absent a message to sender indicating a failure of delivery.
22. **No Third Party Beneficiaries.** The parties hereto do not intend to create, and nothing in this MOU shall be construed to create, any benefit or right in any third party.
23. **Parties Not Co-Venturers.** Nothing in this MOU is intended to or shall establish the parties hereto as partners, co-venturers, or principal and agent with one another.

IN WITNESS WHEREOF, City and SOS have executed this MOU as of the last date set forth below.

City of Sonoma

Date: _____

By:

[Signature, Title]

Sonoma Overnight Support

Date: _____

By: _____

[Signature, Title]

TO: Sonoma City Council

FROM: Kathy King, Executive Director, Sonoma Overnight Support

RE: SOS Safe Parking pilot program update

October 13, 2016

Sonoma Overnight Support had proposed that the City of Sonoma allow for overnight use of five spaces in The Haven parking lot or the Council parking lot for people currently living in their cars. This program, called Safe Parking, would be overseen and monitored by SOS.

The City Council voted on September ____, 2016 to approve the program through March 2017.

Safe Parking will give some of the homeless people who are living in their cars a safe and controlled place to park at night. Every driver must have a valid driver's license, current car registration and the car must be in running condition. The occupants must sign an agreement with SOS to adhere to the Safe Parking. (See attached)

The SOS evening monitor will be on site to ensure appropriate behavior (e.g., no alcohol / drug use, no cooking, no littering) from 9 pm to midnight. Each week, SOS will give the police a list of the license plate numbers of the cars that are authorized to park overnight. There would be signage on the five cars to indicate that they have the permission to park overnight. The monitor would ask anyone who is not approved to leave the area.

Random drug/and alcohol testing will be done of those living in the cars. If they test positive, they will be asked to leave the premises and not return.

The SOS case manager will work with the Safe Parking participants to provide them with referrals to shelters and to help them find permanent housing.

SOS has been tracking the clients who use the SOS Day Services to determine who is sleeping in cars. Currently SOS has recorded 18 adults, of whom at least 50% are over the age of 50. Of the 18, 10 are women. SOS will give priority to women during the vetting process.

This pilot program will follow the protocols of the well-run Safe Parking program run by Catholic Charities in Santa Rosa. Catholic Charities has agreed to will help SOS with staff training about the program and how to administer it safely and effectively.

SOS prefers to have the Safe Parking program in The Haven parking lot as it would be more cost-effective for our professional staff to monitor the participants while on duty in The HAVEN.

SOS would put a sanitation station in the back yard of The HAVEN for use by the Safe Parking participants. It would have a sink inside. It would be cleaned daily by HAVEN resident volunteers who already pick up the garbage in the Field of Dreams and outside the dog park once a week as part of their weekly chores. The sanitation station would be locked during the day and opened only from 9 pm to 7 am.

If the approved Safe Parking site is behind the police station, SOS would provide the sanitation station and additional garbage cans there and would do daily clean-up of the area.

The Haven has an ADT alarm system with two cameras – one on the front porch with live-stream view of the 5 parking spots in front of The HAVEN and one focused on the backyard.

Between midnight to 6 am, there will be a designated person at the Haven who will phone the on-call staff person if they see or hear anyone breaking the Safe Parking rules. The on-call staff member lives five minutes from The Haven and can quickly be there to assess the situation and, if necessary, call the police. We make every effort to resolve the problems in order to cut down on police time.

At 6 am, the site monitor will wake up the Safe Parking participants to make sure they leave the parking lot by 7 am.

Once the pilot project is over in March, SOS executive director and staff will meet with Police Chief and other stakeholders (homeless clients, the Field of Dreams and dog park leaders, and local neighbors) to make recommendations for program improvements.

Regarding pursuing other potential sites in the faith community for Safe Parking:

Kathy King met on Sept. 21 with Peadar Dalton, leader of Sonoma Ministerial Association. He stated that many of the clergy who belong to the Association do not have churches or if they do there are schools on the property which prohibit parking overnight. He does in theory support the program and has written a letter of support to the City Council.

SOS has already contacted 5 local churches with only one church within the city limits seen as a possibility. The pastor is exploring the possibilities of Safe Parking. A meeting of the Parish Council is scheduled at which time the members will discuss the program. If they are in favor, the program will then be brought to the entire parish to seek their agreement to host the Safe Parking program.



1
OVERLOOK TRAIL
MAN JUMPED
ONTO THE TRAIL

2
FIELD OF DREAMS
CHILDRENS BATHROOM
SLEEPING

3
FIELD OF DREAMS
BATHROOM
DEFECATING

6
BIKE BATH PUSHES
INTOXICATION
VOMITING

7
BIKE BATH PUSHES
SLEEPING

4
225 1ST. STREET WEST
BACKPACK
STOLEN

9
1ST. STREET TREES
SLEEPING

5
BIKE BATH PUSHES
NIGHT
SCREAMING

11
DEPOT PARK
SLEEPING

10
227 1ST STREET
SHOES STOLEN

14
HUGHES FIELD
SLEEPING

12
MAYSONNAVE COTTAGE
BREAK-INS,
SLEEPING

13
MAYSONNAVE COTTAGE
NIGHT
GATHERINGS

8
SILVESTRI APARTMENTS
SLEEPING
IN TENANT'S CAR

15
CEMETARY
SLEEPING

City of Sonoma Planning Commission
CONDITIONS OF APPROVAL FOR TEMPORARY USE PERMIT
Safe Parking Program
151 First Street West

November 10, 2016

1. This Temporary Use Permit is granted for a four-month period, beginning on December 1, 2016, and terminating on March 31, 2017.

Enforcement Responsibility: *Planning Director*
Timing: *Term of Temporary Use Permit*

2. The Safe Parking program shall be operated and managed by Sonoma Overnight Support (SOS) under a Memorandum of Understanding (MOU), the terms of which shall be subject to the review and approval of the City Council. The MOU shall address, at a minimum, the following:

- a. The program shall be limited to the use of five designated parking spaces, selected by the City, in proximity to the emergency shelter. The use of the designated parking spaces shall be limited to 9:00 p.m. to 7:00 a.m.
- b. SOS shall maintain liability insurance, of an amount satisfactory to the City Council, naming the City and the Field of Dreams organization as additional insured.
- c. Screening procedures, subject to the review and approval of the City, shall be adopted and implemented on a consistent basis, applicable to all prospective clients. As part of the screening process, SOS shall check all applicants, including all household members, against the State-wide Megan’s Law database. Any person found to be on the database shall be disqualified from the program. Screening procedures shall include drug testing. Participants shall be screened with a preference for women and children, City residents, and seniors.
- d. Regular reporting to the Police Department identifying program participants and their vehicles.
- e. Loitering is prohibited. Participants and their vehicles are required to leave the Safe Parking area every day by 7:00 a.m.
- f. Due to the security requirements necessary to protect their safety, battered women shall not be placed in the program but instead shall be referred to specialized facilities that are set up to ensure client safety in those circumstances.
- g. SOS shall refer program participants to applicable support services and an SOS caseworker shall work with them to seek permanent housing.
- h. The Safe Parking program shall be fully documented by SOS, to include client demographics, and reports of usage shall be provided to the City on a monthly basis.
- i. SOS shall provide a program monitor who shall check-in and check-out program participants each day. At a minimum, the monitor shall be on-site from 9 p.m. to midnight and from 6 a.m. until all program participants have left the parking lot. The program monitor shall be available on-call at all other times in which the designated parking spaces are occupied by program participants.
- j. Noise control measures.
- k. The regular clean-up of the site shall be required.
- l. The provision and maintenance of a sanitation facility, with sink, shall be required.
- m. Other security measures as deemed necessary by the City.
- n. Provisions for the immediate termination of the use in the event that the City finds that the terms of the Temporary Use Permit or the MOU have been substantially breached.
- o. Other management requirements as deemed necessary by the City Council.

Enforcement Responsibility: *Planning Director/Police Chief/City Council*
Timing: *Prior to commencement of the use/ongoing*

3. A follow-up review on the operation of the Safe Parking program, to include neighbor outreach, shall be conducted no later than two weeks following the termination of the Temporary Use Permit.

Enforcement Responsibility: Planning Director/Police Chief
Timing: No later than two weeks following the termination of the Temporary Use Permit

Subject: Help --Safe Overnight Parking Program -- Safe for Whom
Date: Thursday, November 10, 2016 at 8:33:56 AM Pacific Standard Time
From: Denise Ewings
To: David Goodison

Hello David,

Thank you for forwarding the SOS guidelines to me and your prompt response. The more I learn the more uncomfortable I am with this Program. Below is an email I sent to the Planning Commission re tonight's meeting.

By the way, even though I was cc'd on your email re this Program, I never received a copy from you(?)

Best,

Denise Ewings

From: Denise Ewings
Sent: Wednesday, November 9, 2016 11:06 PM
To: 'christinamorris@sonomacity.org' <christinamorris@sonomacity.org>
Subject: Help --Safe Overnight Parking Program -- Safe for Whom

Hello Christina,

Would you be so kind as to email the City Manager and Planning Commission this email. It is crucial information re the 11/10 Planning Commission Meeting.

City Manager, Michael Coleman, James Cribb, Mary Sek, Chip Robertson, Ron Wellander, Bill Willers, Robert McDonald:

Thank you for taking the time to read my plea.

At a recent City Council meeting, Kathy King of SOS assured us, the neighbors, this

Program we would be safe: “These are people from Sonoma who are someone’s brother, sister, cousin. There would be no guns, alcohol or drugs allowed.” My question is why aren’t their own families embracing them in their homes?

As part of the background check, I asked David Goodison if the Megan’s Law website would be checked for sexual predators. Following is what Kathy King, SOS responded:

“David,

In the survey that we fill out for HUD. We ask if they are on probation or parole and request contact information of the probation/parole officer, and We also ask for a list of medications, which gives more insight into each person. We ask about work history, income, and income sources.

We do not allow children at the HAVEN under school age. If in school they must be a members of family resident.

We don’t allow volunteers under the age of 18 either.

No Children visitors either.

The residents have no contact with children at all.

The Megans law does not apply

Kathy”

They would allow ex-convicts and parolees? No guns, drugs and alcohol would be allowed? And this is supposed to make feel safe? Would you feel safe? Megan’s Law very definitely applies, as it restricts sexual predators from within 1,000’ of a school. Here they would be within 50’ of a softball field and accessible to Arnold Field’s overflow student parking.

Possibly an 18 or 19 year-old volunteer would be supervising/checking them in? Does anyone really think an ex-con is going to take direction from a teenager or even a polite adult? If there is a problem, they are to call another volunteer who lives five minutes away and not bother the police(?) No record, no accountability.

My home is approximately 50’ from here. I retired recently and was hoping to be in the process of transitioning to Sonoma full-time. As a widow living alone, this

program terrifies me. I will not feel safe sleeping in my own home, and I will not feel safe leaving it vacant for four months hoping this Parking Program implodes. That might mean some innocent person/child fell victim to a felony. I have four law enforcement officers in my immediate family; all are expressing concern about this Program.

We neighbors really do understand this is a heartbreaking situation. Just hearing Kathy King speak, you know it all comes from the heart. The once Haven now really a homeless shelter with drop-in services for food, showers and laundry appears to be operating outside of its charter, because this problem is so much greater.

Recently, the headlines and article in the Index Tribune stated "City Council puts a moratorium on new Vacation Rental applications if they see an immediate threat to the safety and welfare of the public". Really? A Vacation Rental an immediate threat to the safety and welfare of the public? and not a growing homeless enclave of possible ex-convicts and parolees? I never thought the city I have loved all my life would be the entity that would treat me as if my life doesn't matter.

I beg you, will someone with some common sense please put a stop to this.

Very respectfully,

Denise Ewings
217 First Street West
Sonoma

Dear Sonoma City Planning Commissioner:

The First St. West neighbors are very sympathetic to the needs of the Sonoma homeless population. However, due to the existing active homeless activity in the area, a more appropriate location should be found for the overnight car sleeping project.

Attached is a report from the neighbors to each City Council member on this subject. Would you please take time from your busy schedule to review and consider this relevant material prior to the Thursday Commission meeting ?

Sincerely,

Jim Bohar
299 First Street, West

RECEIVED

NOV 07 2016

CITY OF SONOMA

Dear City Council Member:

October 14, 2016

Homelessness is a public social problem that we as citizens on 1st Street West care about.

At the recent city council meeting a large number of religious organizations, homeless advocates and other supporters were very organized and made a strong appeal to the Council and the audiences' sense of social justice and compassion.

1. It was ironic that all of the churches in the area refused to take the responsibility and liability for the homeless sleeping in their cars project.

2. Their proposal was to put the responsibility and the liability on the City of Sonoma through the authority of the Council.

3. But..... the responsibility and the liability is not on an amorphous, political entity of a city; it is on our residential neighborhood, where we all live.

4. We hope that this message reveals what our neighbors and we now know about the impact of the homeless issues on our living space. These are things that were not known or revealed at the meeting when that emotional decision was made to move forward with the homeless proposal.

5. The residents and homeowners adjacent to the police station have organized,; Gia Ghilarducci, owner of Depot Hotel, Irene and Steve Weisiger, owners/residents of 225 and 227 1st. Street West, Denise Ewings, resident owner of 217 1st. St West. They have provided their concerns for health, safety, security and property values related to the present homeless activity surrounding their homes.

This is detailed in the 15 incidents shown on the attached annotated aerial photo and statement included by Ms. Ghilarducci.

6. Quote from a longterm Sonoma resident, familiar with past homeless issues and county politics:

"Homeless camps in the woods going up the hill on 1st Street W. (both sides of Street) have been a City/County problem for years. My understanding is these are "hard-core" homeless -- lots of liqueur bottles, human waste and general litter plus make-shift housing."

Do you know anything about this ?

IF YOU COMPARE THIS TO THE HOMELESS ACTIVITY AERIAL, IT APPEARS THAT THE HOMELESS ENCLAVE IS GROWING AND WOULD BE REINFORCED BY THIS SLEEPING IN THE CAR PROJECT.

7. There is conversation in this community that the Sonoma County government is promoting the homeless parking program to the Council. That fuels the suspicion that the proposed homeless sleep in the car proposal at the Veterans Hall about a year ago, which was turned down by the Veterans executives, is being foisted on local residents who deserve the peace and tranquility of their neighborhoods. Can you comment on this? These might be the same Veterans who later rebuffed the long and hard fought COUNTY flood control and Fryer Creek preservation.

8. The affected residents of this area have opinions that the homeless parking proposal is a mere band aid and will act to expand an already growing homeless enclave. Essentially, this proposal broadens the scope of the Haven shelter which itself has expanded its scope of services from the original charter. To wit: changing the occupants from women & children only, adding food service and showers, without public notice, possibly violating legal regulations.

The homeless population deserve something better: a broad study to understand the scope and needs of the homeless population which results in a well grounded strategy. I have anecdotal information from citizens who work on local food banks that the current homeless population in Sonoma proper is well over 250.

Please consider our neighborhood interests, do not approve the homeless-sleeping-in – cars proposal.

Jim & Christine Bohar	Denise Ewings	Steve & Irene Weisiger	Gia Ghilarducci
299 First St West	217 First St. West	225,227 First St. West	Depot Hotel

Recent Incidents portrayed on aerial:

1, overlook Trail

Man jumped onto the trail, scaring young hiker

#2, Field of dreams kids bathroom

Sleeping

#3, Field of dreams bathrooms

Men defecating on floors

#4, 225 1st. St. West

Backpack stolen

#5, bike path bushes

Night screaming

#6, bike path bushes

Intoxication and vomiting

#7, bike path bushes

Sleeping

8, Silvestri apartments

Sleeping in Tenant's car

#9, 1st. St. Trees

Sleeping and having sex

#10, 227 1st. St.

Shoes on porch stolen

11, Depot park

Sleeping

#12, Maysonnave cottage

Numerous break-ins, sleeping

13, Maysonnave House

Night gatherings, rear

#14, Hughes field

Sleeping

15, cemetery

Sleeping

From: Gia Ghilarducci <gia@depotsonoma.com>

Date: October 8, 2016 at 1:54:48 PM PDT

To: Denise Ewings <dewings@apr.com>

1
OVERLOOK TRAIL
MAN JUMPED
ONTO THE TRAIL

2
FIELD OF DREAMS
CHILDRENS BATHROOM
SLEEPING

3
FIELD OF DREAMS
BATHROOM
DEFECATING

6
BIKE BATH PUSHES
INTOXICATION
VOMITING

7
BIKE BATH PUSHES
SLEEPING

5
BIKE BATH PUSHES
NIGHT
SCREAMING

4
225 1ST. STREET WEST
BACKPACK
STOLEN

9
1ST. STREET TREES
SLEEPING

10
227 1ST STREET
SHOES STOLEN

11
DEPOT PARK
SLEEPING

14
HUGHES FIELD
SLEEPING

12
MAYSONNAVE COTTAGE
BREAK-INS,
SLEEPING

8
SILVESTRI APARTMENTS
SLEEPING
IN TENANT'S CAR

13
MAYSONNAVE COTTAGE
NIGHT
GATHERINGS

15
CEMETARY
SLEEPING

Cc: "Steve@weistek.com" <Steve@weistek.com>, Irene Weisiger <irene@weistek.com>

Subject: Re: Homeless Meeting

Dear Denise:

I have the following list for you also compiled with the kitchen staff, and my daughter in law Sarah Ghilarducci, who also lives upstairs with her three very young children....

--Lots of shouts and screams at nighttime in front of the building and on the bike path in general

--Repeated incidences of homeless people behaving belligerently along the bike path in the presence of children ages 6 and under, including screaming profanities at them

--Homeless couple having sex in the bushes (that provided no cover) directly across the street from the restaurant, next to the baseball fields and playground where children play

-- Digging through our garbage cans

--Sleeping on the bench in front of the Restaurant

--Stealing bread by sneaking in the back door of the restaurant

--Tore off the south fence boards on Depot Hotel Restaurant fence to cut into Romex wiring to steal restaurant electricity for a "camp" next to the bike path

--Multiple persons caught in our storage shed attempting to steal food and other restaurant property

--Homeless individual panhandling the mother of the bride as she arrived at for her daughter's wedding and would not accept a polite refusal.

-- Several incidences of homeless persons entering the restaurant bar and harassing guests to buy them drinks

--Homeless persons begging kitchen and wait staff for food

--Several bedding encampments along the bike path fence line....although better since we cut down all our hedging....which we unfortunately had to do for just this reason.

That is about it in the last couple of years....

Gia Ghilarducci Owner, Depot Hotel



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7C

Meeting Date: 11/21/2016

Department

Administration

Staff Contact

Carol Giovanatto, City Manager

Jeffrey A. Walter, City Attorney

Agenda Item Title

Discussion, Consideration and Possible Action on the Approval of a 25-Year Lease for the Sebastiani Theater and Related Documents

Summary

Under a 25-year lease, the City and/or its Community Development Agency leased the Sebastiani Theater for \$3,000 per month. Roger Rhoten subleased the theater paying the City for one-half of the rental obligation and a portion of the other costs incurred in leasing the premises. That 25-year lease ended in 2011 and since that time the City has been renting the theater on a month-to-month basis, while the landlord has been annually increasing the rent to the point where the monthly rental costs are approximately \$5,318. Over the last several years, the Sonoma Valley Theater Foundation has been in negotiations with the City and the landlord for the purpose of agreeing to a new 25-year lease between the City and the landlord, with the Sebastiani Theater Foundation subleasing the premises from the City under agreed-upon terms and conditions. A 25-year lease (renewable for an additional 25 years at the option of both the City and Sebastiani Theater Foundation) has been negotiated, along with associated other documents. They are being presented to the Council for its consideration and approval.

Recommended Council Action

Adopt the attached Resolution Approving (1) the Standard Industrial Commercial Multi-Tenant Lease-Net; (2) the Addendum thereto; (3) the Right of First Refusal Agreement Between the City, the Sebastiani Theater Foundation and the Sebastiani Building Investors, Inc.; (4) the Indemnification and Reimbursement Agreement Between the City and the Sebastiani Theater Foundation; and (5) the Sublease Between the City and the Sebastiani Theater Foundation and Make Findings that said actions are exempt from CEQA under CEQA Guidelines Section 15301.

Alternative Actions

1. Decline to enter into the lease and related documents
 2. Modify the lease documents and approve the modifications
-

Financial Impact

Please see financial analysis prepared by City Manager attached hereto as Exhibit G

Environmental Review

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

Status

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

Attachments:

Exhibit A: Resolution Approving Lease Documents and Making CEQA Findings

Exhibit B: Standard Industrial-Commercial Multi-Tenant Lease dated December 1, 2016

Exhibit C: Addendum to Lease

Exhibit D: Sublease dated December 1, 2016

Exhibit E: Indemnification and Reimbursement Agreement dated December 1, 2016

Exhibit F: Right of First Refusal Agreement dated December 1, 2016

Exhibit G: Financial Charts Showing Liability

cc: Michael Woods; Darryl Bellach; Ryan Snow

SUPPLEMENTAL REPORT

Discussion, Consideration and Possible Action on the Approval of a 25-Year Lease for the Sebastiani Theater and Related Documents

For Council Meeting of November 21, 2016

BACKGROUND

In 1986, the City entered into a 25-year Lease of the Sebastiani Theater building. Lease payments were \$3,000 per month and stayed at that level for the full 25-year lease period. Roger Rhoten subleased the theater property from the City and paid half of those lease payments and other monthly costs along with the City. In 2011, the lease expired and since that time, the City and the owner of the building, the Sebastiani Building Investors, Inc. (“owner” or “landlord”) have been attempting to negotiate another long-term lease.

Since 2011, when the original 25-year lease expired, the City has been leasing (and Roger Rhoten has been subleasing) the theater on a month-to-month basis. Each year during that time, the landlord has increased the monthly rental payment such that as of the present time, the monthly rent is \$5,318. The new rental agreement that is before the Council on November 21, 2016, sets the beginning rent at \$5,425 per month.

In the meantime, Roger Rhoten, who has operated the theater for many years, has indicated that at some point in the future he is going to remove himself from operational duties at the theater. As such, new operators will need to be secured. In 2007, the Sebastiani Theater Foundation, Inc. was formed to provide for a more long-lasting and sustainable effort to upgrade, improve, operate and maintain the theater for movies and the performing arts. The Sebastiani Theater Foundation has a Board of Directors, the current members of which have expressed strong commitments to operating the theater, fundraising and generating sufficient monies to not only defray more than 50% of the lease obligations, but also to construct ADA improvements at the theater and engage in significant fundraising activities in order to generate the monies that will allow the Foundation to operate the theater for many years to come.

Consequently, a key component to the negotiations between the City and the owner of the Sebastiani Theater was and is the involvement of the Sebastiani Theater Foundation (“STF”). The documents described below and which the Council is being asked to approve demonstrate that the STF is agreeing to absorb more than 50% of the Lease obligations for monthly rent, insurance, taxes and other monetary obligations, as well as construct ADA improvements and take responsibility for the theater’s operations.

THE LEASE DOCUMENTS

The Lease and Addendum Between the City and the Owner (Exhibits B and C)

The proposed Lease of the Sebastiani Theater Building has an initial term of 25 years, renewable one time for an additional 25 years, provided that both the City and the STF agree to the extension. Thus, the Lease has a potential term of 50 years.¹

The beginning base monthly rent (“Base Rent”) under the Lease is \$5,425 which is adjusted upwards every year by 2% per annum.

This is a triple-net Lease and, therefore, other than (a) remedying a water leak in the basement, (b) preventing water from intruding through the wall of the south stage exit, (c) making operable and sealing the fire hatches on the roof, and (d) maintaining exterior walls, which are the landlord’s responsibilities, the City assumes any and all financial obligations under the Lease, including paying property taxes attributable to the theater building, insurance, common area maintenance and repair costs, utilities, and so on. In addition, the Lease requires the City to maintain the theater in good order, condition and repair, including its equipment and facilities, plumbing, fire sprinklers and alarms, HVAC equipment, electrical facilities, interior walls and interior surfaces of exterior walls, ceilings, windows, doors and floors, among other things.

The City must carry insurance that covers the building and names the landlord as an additional insured.

The Lease makes the City liable for the building’s failure to comply with the Americans with Disabilities Act (“ADA”), and its State counterpart and all regulations promulgated thereunder. The Lease causes the City to indemnify the landlord for the City’s failure to comply with its ADA obligations. Under paragraph 56 of the Addendum (**Exhibit C**), the City is responsible for completing the necessary ADA improvements by no later than 48 months after December 1, 2016. However, if within 24 months after December 1, 2016, the City (actually, the STF as sublessee) is unable, in the STF’s or City’s determination, to raise sufficient funds to pay for the ADA improvements, the City and/or STF have the right to terminate the Lease upon 120 days advance notice to the landlord which notice must be delivered to the landlord no later than 30 days after the second-year anniversary of the commencement date.²

¹ Under paragraph 51 of the Addendum, if the County exempts the Sebastiani Theater from real property taxes provided that the original term of the Lease is at least 35 years, then the parties have agreed to change the initial term from 25 years to 35 years. However, the County must come to this determination before December 1, 2017, in order for the initial Lease term to be expanded to 35 years.

² Although in this part of the staff report, we describe the lessee’s obligations as being those of the City’s, by force of the Sublease and Indemnification and Reimbursement Agreement which the Foundation is signing, the Foundation is assuming all of the City’s obligations under the Lease, except for the City’s agreement to pay 50% of the monthly rent payments, taxes, insurance and ADA improvements (up to \$300,000). In the Sublease, the Lease between the City and the owner of the building is called the “Master Lease.”

The Addendum also grants to the City (actually, the STF), the right to construct a storage structure in the rear of the theater. Neither the additional storage structure nor any ADA improvements will result in the rent being increased because of the potential addition of new square footage resulting from these improvements.

In the event that the City defaults under the Lease, the landlord retains the rights and remedies set forth in Section 13 of the Lease, including the landlord having the right to pursue the City for the amount of the Lease payments due for the balance of the Lease remaining to be paid after the date of the breach, reduced by any rent or other consideration that the landlord could have obtained through the re-letting of the theater to a third party with the exercise of commercially reasonable due diligence. See, **Exhibit B**, Section 13.2(a) for further details.

Sublease (Exhibit D) and Indemnification and Reimbursement Agreement (Exhibit F)

Under the Sublease proposed to be entered into between the STF and the City, the STF essentially agrees to step into the shoes of the City as lessee under the Master Lease and perform all of the duties the City agrees to perform under the Master Lease. However, the STF's obligation to perform all of the City's duties under the Master Lease is qualified as follows:

(1) The STF is required to only pay 50% of the monthly Base Rent and 50% of the real property taxes. In addition, under these documents, the City has agreed to reimburse the STF for 50% of its annual insurance costs. All other Rent owed to the landlord under the Master Lease must be paid by the STF.

Furthermore, under the Indemnification and Reimbursement Agreement (**Exhibit F**), the City has agreed (at Section 3) to pay to the STF 50% (not to exceed \$300,000) of the costs incurred by the STF in designing, permitting, constructing and inspecting the ADA improvements that the STF must construct as part of its Sublease obligations. Moreover, the City need not pay its share of these ADA costs unless and until the ADA work has been 100% completed.

Under these documents, the STF assumes 100% responsibility for paying all operational costs, including sewage and utility charges, costs of equipment and supplies, film rentals, salaries and benefits of employees, costs associated with monitoring the premise's fire sprinkler system, common area maintenance expenses, and the like.

Furthermore, the STF indemnifies the City for any and all liability arising out of the STF's occupancy and use of the theater building, as well as any liability arising out of its performance or nonperformance under the various agreements into which it enters with the City pertinent to the Sebastiani Theater building.

Right of First Refusal Agreement (Exhibit F)

This agreement is entered into between the City, the owner and the STF. Under this agreement, the owner, upon receiving a bona fide offer from a third party to purchase the entire property (which includes the theater, the real estate office and the bar), must give notice of the offer to the City and STF; and STF, first, has 7 seven days within which to accept the offer and agree to

purchase the building under the terms and conditions specified in the third party's offer. If the STF does not agree within the 7 days to accept the offer, the City has the option of accepting it within 14 days after it receives notice of same. There is no requirement that the City agree to purchase the building pursuant to the offer made by the third party. This Right of First Refusal Agreement simply gives the City the option to do so.

Similarly, if the owner wishes to lease other portions of the building to persons other than those who are currently leasing them or to persons unaffiliated with the owner, then the owner must provide notice of that opportunity to the City and the City has 7 days from receipt of that notice to determine whether or not it wishes to lease the space under the same conditions the prospective third party lessee was willing to rent the space. Again, the City is not obligated to exercise this option.

Financial Implications (Exhibit G)³

As the attached financial analysis shows, the total Base Rent liability for the first 25 years of the Lease is \$2,085,173. The total liability for the Base Rent payments for the 50-year Lease is \$5,506,119. In the event that the STF pays its 50% share of these Base Rent payments, through the first 25 years of the Lease, the City's obligation would be \$1,042,586 and if the Lease is extended for an additional 25 years, the City's Base Rent liability would be a total of \$2,253,060 (again, assuming that the STF paid 50% of the all of the Base Rent payments owed through a 50-year Lease).

With respect to the property tax and insurance obligations under the Lease, the total amount owed would be approximately \$788,382 (assuming that the existing property tax and insurance costs are increased 2% per year) for the first 25 years of the Lease. For the full 50 years, the total liability for property tax and insurance costs is estimated to be \$2,081,805. If the STF pays 50% of these costs, after 25 years, the City will have paid \$394,191 and after 50 years the City will have paid \$1,040,903. See, Exhibit G at page 2.

Page 3 of Exhibit G shows a summary of the estimated Base Rent, property tax and insurance costs that will be incurred by the City and/or STF, including an estimated \$600,000 required to be spent to effect necessary ADA improvements.

Resolution

Attached to this agenda packet is a proposed form of Resolution by which the City Council can approve the Lease and related documents and makes the necessary CEQA findings.

³ The following discussion regarding the City's financial exposure - should it enter into the Lease and its related documents - does not include any responsibility that the City or the STF may have to pay for common area maintenance expenses, utilities, maintenance of the interior of the structure and/or its windows, doors, and other improvements, all of which STF has agreed to pay for. This discussion and Exhibit G only estimate the amounts the City and/or STF may be liable to pay for monthly rent payments ("Base Rent"), real property taxes, insurance and ADA improvements (identified as \$600,000 for purposes of discussion only - it is likely that the ADA improvements will cost more but that has not been determined yet).

EXHIBIT A

CITY OF SONOMA

RESOLUTION # ____ - 2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA APPROVING A LEASE AGREEMENT FOR THE LEASE OF THE SEBASTIANI THEATER AND OTHER RELATED DOCUMENTS AND MAKING CEQA FINDINGS

WHEREAS, the City of Sonoma and/or the Community Development Agency of the City of Sonoma has been leasing the Sebastiani Theater for theater and performing arts purposes since 1986;

WHEREAS, the Sebastiani Theater is an iconic structure located in the heart of the downtown and plaza area of the City of Sonoma and is deserving of preservation for use as a theater under a program that assures, to the extent reasonably practicable, the financial sustainability of the use of the theater as a performing arts center;

WHEREAS, the City and the Sebastiani Theater Foundation, as well as the current owner of the theater, have negotiated a lease and related documents providing for the long-time use of the structure as a performing arts theater and related uses; and

WHEREAS, it is in the best interests of the City and its citizens to assure the continued use of the theater for such purposes through the vehicle of a long-term lease:

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

1. That the following documents are hereby approved and the City Manager is authorized and directed to execute same on behalf of the City of Sonoma:
 - a. Standard Industrial/Commercial Multi-Tenant Lease-Net dated December 1, 2016, between the City of Sonoma and Sebastiani Building Investors, Inc., a California corporation (and its Addendum);
 - b. A Sublease dated December 1, 2016, between the City of Sonoma and the Sebastiani Theater Foundation;
 - c. Indemnification and Reimbursement Agreement dated December 1, 2016, between the City of Sonoma and the Sebastiani Theater Foundation; and
 - d. Right of First Refusal Agreement dated December 1, 2016, between the City of Sonoma, the Sebastiani Theater Foundation, and the Sebastiani Building Investors, Inc.

2. (A) The adoption of this resolution and the approval of the documents referenced above are not projects within the meaning of CEQA because said actions do not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment as those terms are defined under CEQA Guidelines, Section 15378.

(B) Further, the adoption of this resolution and the approval of and entry into the documents referenced above are not subject to CEQA under the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where, as here, it can be seen with certainty that there is not a possibility that the activity in question may have a significant effect on the physical environment, the activity is not subject to CEQA.

(C) These matters are further exempt under CEQA under the Class 1 categorical exemption described in Section 15301 of the CEQA Guidelines in that the leasing of existing private structures involving negligible or no expansion of use beyond that existing at the time of the City's decision to enter into the documents above is considered exempt under CEQA.

The foregoing resolution was duly adopted this 21st day of November, 2016, by the following roll call vote:

AYES: _____
NOES: _____
ABSENT: _____
DISQUALIFIED: _____

Laure Gallian, Mayor

Rebekah Barr, MMC, City Clerk

I hereby certify that the foregoing resolution was duly and regularly passed by the City Council of the City of Sonoma at a regular adjourned meeting thereon held on _____
_____.

Rebekah Barr, MMC, City Clerk

EXHIBIT B



DRAFT

AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL MULTI-TENANT LEASE - NET

1. Basic Provisions ("Basic Provisions").

1.1 Parties: This Lease ("Lease"), dated for reference purposes only December 1, 2016, is made by and between Sebastiani Building Investors, Inc., a California Corporation and the City of Sonoma, a California general law city

("Lessor") and ("Lessee"), (collectively the "Parties", or individually a "Party").

1.2(a) Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 472 First Street East, located in the City of Sonoma, County of Sonoma, State of California, with zip code 95476, as outlined on Exhibit A attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): The Sebastiani Theatre: The theatre area only consisting of 7,900± square feet of ground floor, balcony and second floor projection area

In addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the common Areas (as defined in Paragraph 2.7 below), but except as to access rights, ADA improvements and as otherwise provided in this Lease, shall not have any rights to the roof or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) Parking: zero (0) unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 Term: Twenty Five (25) years and Zero (0) months ("Original Term") commencing December 1, 2016 ("Commencement Date") and ending November 30, 2041

("Expiration Date"). (See also Paragraphs 3 and 51)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing Not applicable ("Early Possession Date").

(See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$ 5,425.00 per month ("Base Rent"), payable on the First day of each month commencing December 1, 2016. (See also Paragraph 4)

[X] If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 50

1.6 Lessee's Share of Common Area Operating Expenses: Thirty Nine (39) percent (39%) ("Lessee's Share"). In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification, except as provided in the Addendum ("Addendum").

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) Base Rent: \$5,425.00 for the period December 1, 2016 to December 31, 2016
(b) Common Area Operating Expenses: \$0.00 for the period N/A
(c) Security Deposit: \$0.00 ("Security Deposit"). (See also Paragraph 5)
(d) Other: \$0.00 for N/A

(e) Total Due Upon Execution of this Lease: \$5,425.00

1.8 Agreed Use: As a theatre including but not limited to live theatrical performances, concerts, movie presentations and private gatherings as allowed by city/county codes. (See also Paragraph 6)

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1.9 **Insuring Party.** Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 **Real Estate Brokers:** (See also Paragraph 15 and 25)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction

(check applicable boxes):

- _____ represents Lessor exclusively ("Lessor's Broker");
- Cassidy Turley Northern CA Inc dba Cushman & Wakefield represents Lessee exclusively ("Lessee's Broker"); or
- _____ represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of \$0.00 or 0 % of the total Base Rent) for the brokerage services rendered by the Brokers.

1.11 **Guarantor.** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

1.12 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs 50 through 61 ;
- a site plan depicting the Premises;
- a site plan depicting the Project;
- a current set of the Rules and Regulations for the Project;
- a current set of the Rules and Regulations adopted by the owners' association;
- a Work Letter;
- other (specify); 1) Right of First Refusal Agreement and 2) and a site plan depicting area of ADA work and added storage

2. **Premises.**

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.**

2.2 **Condition.** Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7). Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises. Notwithstanding the foregoing, the Parties acknowledge and agree that the following conditions are the responsibility of Lessor and that Lessor agrees to rectify said conditions within ~~ninety (90) days~~ **one (1) year** after the Start Date: (a) water is leaking into the basement; (b) water is intruding through the wall over the south stage exit; and (c) the fire hatches on the roof are inoperable and improperly sealed. Under no circumstances (and notwithstanding this Paragraph, Paragraphs 2.4 and 7 and any other provision in this Lease to the contrary) shall Lessee be responsible for (i) said conditions, (ii) Lessor's work to rectify same, or (iii) Lessor's failure to rectify same pursuant to the terms of this Lease

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility

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Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay Interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with Interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease under the circumstances described in this Subparagraph (c).

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 Lessee as Prior Owner/Occupant. The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 Vehicle Parking. Lessee shall be entitled to use the number of parking spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "**Permitted Size Vehicles.**" Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

(a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such

activities.

(b) Lessee shall not service or store any vehicles in the Common Areas.

(c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "**Common Areas**" is defined as all areas and facilities outside the Premises, *outside other leaseholds in the Project* and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("**Rules and Regulations**") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

(a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;

(b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;

(c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;

(d) To add additional buildings and improvements to the Common Areas;

(e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and

(f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay In Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not

INITIALS

INITIALS

delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

4.1 **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) **"Common Area Operating Expenses"** are defined, for purposes of this Lease, as. *See also, Paragraph 52.*

all costs incurred by Lessor relating to the ownership and operation of the Project, including, but not limited to, the following:

(i) The operation, repair and maintenance, in neat, clean, good order and condition, and if necessary the replacement, of the following:

(aa) The Common Areas and Common Area improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems except for any such system in Lessee's premises.

(dd) **All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises** and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owners' association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance, repair and/or replacement of Common Area improvements and equipment.

(v) Real Property Taxes (as defined in Paragraph 10).

(vi) The cost of the premiums for the insurance maintained by Lessor pursuant to Paragraph 8.

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project *excluding fees and costs solely related to another tenant.*

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project. ~~The provisions of this Subparagraph (b) shall be subject to and limited by Paragraph 4.2(a).~~

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over-payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include any expenses paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** ~~Intentionally left blank. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.~~

6. **Use.**

6.1 **Use.** Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances.**

(a) **Reportable Uses Require Consent.** The term "**Hazardous Substance**" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "**Reportable Use**" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against

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damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Except as otherwise provided in paragraph 8.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its officers, employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which are suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 **Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the

INITIALS

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Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 **Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

7. **Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.**

7.1 **Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities ~~on or in the Premises~~, such as plumbing and fire sprinkler system/ alarm in unit, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls ~~(except for the damaged wall(s) located over the south stage exit and described in Paragraph 2.2)~~, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. ~~Lessee is not responsible for any feature that Lessor is required to maintain and repair unless the damage is solely caused by Lessee's acts or omissions.~~

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers and (iiii) fire sprinkler system and alarm in unit. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (ie. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 6 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, ~~exterior roof (in a water-tight and water-impermeable condition, among other things)~~, exterior walls (in a water-tight and water-impermeable condition, among other things), structural condition of interior bearing walls, exterior roof, fire sprinkler system subject to Section 7.1 (a) and 7.1 (b) above, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, roof drainage systems, the cost to repaint the exterior of structures, sump pumps in Common Areas only, utility systems serving the Premises (including but not limited to laterals and conduits to and from the Premises), plumbing under the floor, entry way or substructure of the Premises, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. ~~Notwithstanding anything stated herein to the contrary, the cost of any of the foregoing shall not be borne by Lessee unless any damage, disrepair or deteriorated condition of the aforementioned items is caused by the sole acts or omissions of Lessee.~~ Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises ~~nor any feature that Lessee is required to maintain and repair unless the~~

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damage, disrepair or deteriorated condition is solely caused by Lessor's acts or omissions. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 **Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Except as is provided in and subject to Paragraph 56 of the Addendum, Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor provided, however, that in the event Lessee is required to use a competitive bidding process or other procedure which requires the Lessee to select the contractor, then Lessor shall not have any rights pursuant to this sentence. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting a an additional-Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialman's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 **Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By Except as to any Alterations, Expansion Structure or Utility Installations effected or installed pursuant to Paragraph 56 or 62 of the Addendum or any other Alteration or Utility Installation consented to by Lessor, by delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Project) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any

INITIALS

INITIALS

personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 Payment of Premiums. The cost of the premiums for the insurance policies required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), shall be a Common Area Operating Expense. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

8.2 Liability Insurance.

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an **"insured contract"** for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("**Rental Value insurance**"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements. Such policy shall include a 'Waiver of Subrogation' endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 **Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. *Insurance policies required hereunder and their premiums shall be commercially reasonable.* Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same. *Lessee shall submit to Lessor evidence of the insurance policies Lessee is required to maintain hereunder within the time specified in this Lease. Unless Lessor notifies Lessee in writing within thirty (30) days after the Start Date that such evidence and/or policies do not meet the requirements of this Lease, said policies and evidence shall be deemed to comply with the insurance requirements imposed upon Lessee under this Lease.*

8.6 **Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 **Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters for which *Lessee provides indemnification hereunder*, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 **Exemption of Lessor and its Agents from Liability.** ~~Notwithstanding~~ *Except* for the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% 5% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

9. **Damage or Destruction.**

9.1 **Definitions.**

(a) **"Premises Partial Damage"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(b) **"Premises Total Destruction"** shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

INITIALS

INITIALS

(c) **"Insured Loss"** shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) **"Replacement Cost"** shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) **"Hazardous Substance Condition"** shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

9.2 **Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 **Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense (subject to reimbursement pursuant to Paragraph 4.2), in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 **Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 **Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 **Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired during the period beginning on the later of (i) the date of destruction or the advent of the condition, or (ii) the date Lessee ceases to occupy the affected portion of the Premises because of same and ending on the date the Lessee is able to and does occupy the Premises, which

date shall not be longer than ~~30~~ 10 days after completion of the repair, remediation or restoration of such damages, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 **Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. **Real Property Taxes.**

10.1 **Definition.** As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease. In calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common. *See also Paragraph 60.*

10.2 **Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

10.3 **Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other lessees or by Lessor for the exclusive enjoyment of such other lessees. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

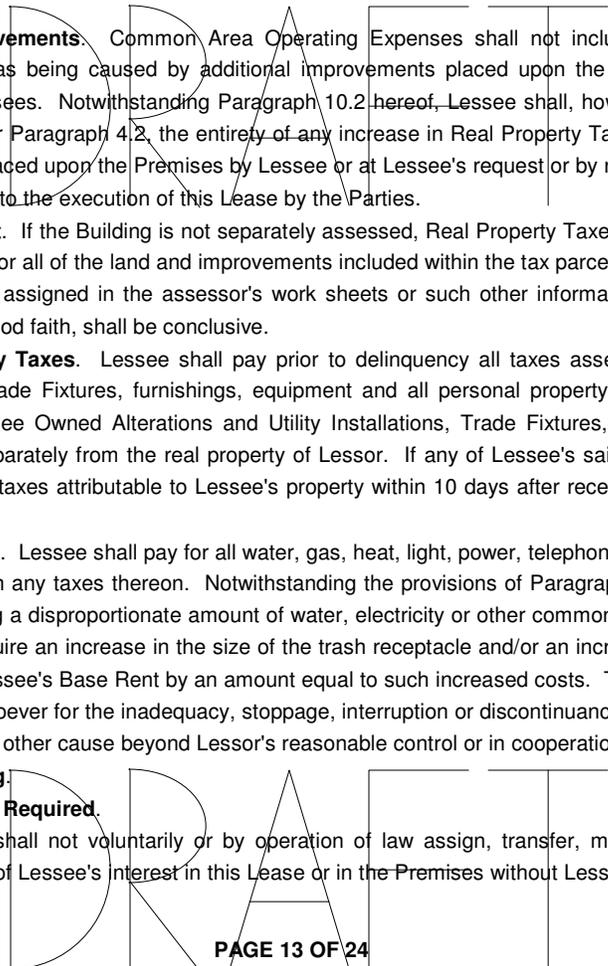
10.5 **Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. **Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. **Assignment and Subletting.**

12.1 **Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent. *See Paragraph 59.*



INITIALS

INITIALS

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "**Net Worth of Lessee**" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 **Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefore to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 **Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor

stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. **Default; Breach; Remedies.**

13.1 **Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 **Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (provided, however, that if the nature of Lessee's obligation is such that more than 30 days are reasonably required for its performance, then Lessee shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to

completion) (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Subject to the terms and conditions of this Lease, pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 **Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "**Inducement Provisions**", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 **Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("**Interest**") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days

INITIALS

INITIALS

after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "**Condemnation**"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel

Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease, the Sublease dated August 1, 2016, between the Lessee and the Sebastiani Theatre Foundation, a California not for profit Corporation ("STF"), and the Right of First Refusal Agreement dated August 1, 2016, between the Lessor, Lessee and STF contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, or by email, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing. A copy of all notices to Lessee shall be concurrently transmitted to such party or parties at such addresses as Lessee may from time to time hereafter designate in writing by delivering notice of such to Lessor as defined above.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or by email shall be deemed delivered upon telephone confirmation of receipt (if by fax, a confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

INITIALS

INITIALS

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) *Lessor's Agent.* A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: To the Lessor: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) *Lessee's Agent.* An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. To the Lessee: A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. To the Lessee and the Lessor: (a) Diligent exercise of reasonable skills and care in performance of the agent's duties. (b) A duty of honest and fair dealing and good faith. (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) *Agent Representing Both Lessor and Lessee.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any Default or Breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Holdover Base Rent shall be calculated on monthly basis. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "**Non-Disturbance Agreement**") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "**Prevailing Party**" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises signs in the entrance or foyer of the Premises advertising shows and/or events occurring at the Premises, and signs in the Premises' marquee, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects',

attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.** (N/A)

~~37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.~~

~~37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.~~

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

39.1 **Definition. "Option"** shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Not Personal To Original Lessee.** Any Option granted to Lessee in this Lease is *not* personal to the original Lessee, and ~~cannot~~ can be assigned or exercised by the ~~anyone other than said~~ original Lessee, any assignee, and any sublessee of this Lease or sublease successor lessee under this Lease as long as the original Lessee, any assignee, ~~or and~~ any sublessee remains liable for the performance of all terms of this Lease which are the Lessee's to perform. ~~and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.~~

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** . If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** **THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.**

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

49. **Accessibility; Americans with Disabilities Act.**

(a) The Premises: have not undergone an inspection by a Certified Access Specialist (CASp). have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq.

(b) ~~Subject to Paragraph 56 of Addendum #1, since~~ compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense. Lessee shall fully defend, indemnify, and hold harmless Lessor from any and all claims, lawsuits, demands, cause of action, liability, loss, damage and/or injury of any kind whatsoever including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death, whether by and individual or other entity and imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever any acts, omissions, negligence, or willful misconduct on the part of Lessee its officers, owners, personnel, employees, agents, contractors, invitees or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursement to Lessor for all legal fees, expenses and costs incurred by Lessor.

The indemnification obligations of Lessee as set forth in this Paragraph 49(b) shall only apply to Lessee's obligations under the ADA and any other accessibility law, rule or statute, as described in Paragraph 49.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

- SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
- RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

INITIALS

INITIALS

DRAFT

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____ Executed at: _____
On: _____ On: _____

By LESSOR:

By LESSEE:

By: _____ By: _____
Name Printed: _____ Name Printed: _____
Title: _____ Title: _____

By: _____ By: _____
Name Printed: Doris Seyranian Name Printed: Carol Giovanatto
Title: President Title: City Manager
Address: 4144 Redwood Road Address: City of Sonoma, No. 1 The Plaza,
Oakland, CA 94619 Sonoma, CA 95476

Telephone: (510) 482 8100 Telephone: (707) 933 2213
Facsimile: (510) 482 8876 Facsimile: (707) 938 8775
Email: dkseyranian@aol.com Email: www.sonomacity.org
Email: _____ Email: _____
Federal ID No. _____ Federal ID No. _____

With copies to:

Law Office of Michael R. Woods
846 Broadway
Sonoma CA 95476
707-996-1776 x300
Fax: 707 996-2460
Email: mwoods@mrwlawcorp.com

and

Jeffrey A. Walter
Walter & Pistole, Attorneys at Law
670 West Napa Street Suite F
Sonoma, CA 95476
707-996-9690
Fax: 707-996-9603
Email: jwalter@waltepistole.com

The Sebastiani Theatre Foundation
P. O. Box 874
Sonoma, CA 95476

Darryl Bellach

DRAFT

INITIALS

INITIALS

2413 Bristol Road
Kenwood, CA 95452
Email: dbellach@sonic.net

DRAFT

BROKER:

BROKER:

Attn: _____
Title: _____
Address: _____

Attn: _____
Title: _____
Address: _____

Telephone:(____) _____
Facsimile:(____) _____

Telephone: (____) _____
Facsimile:(____) _____

Email: _____
Federal ID No. _____

Email: _____
Federal ID No. _____

Broker/Agent BRE License #: _____

Broker/Agent BRE License #: _____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 500 N Brand Blvd, Suite 900, Glendale, CA 91203. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

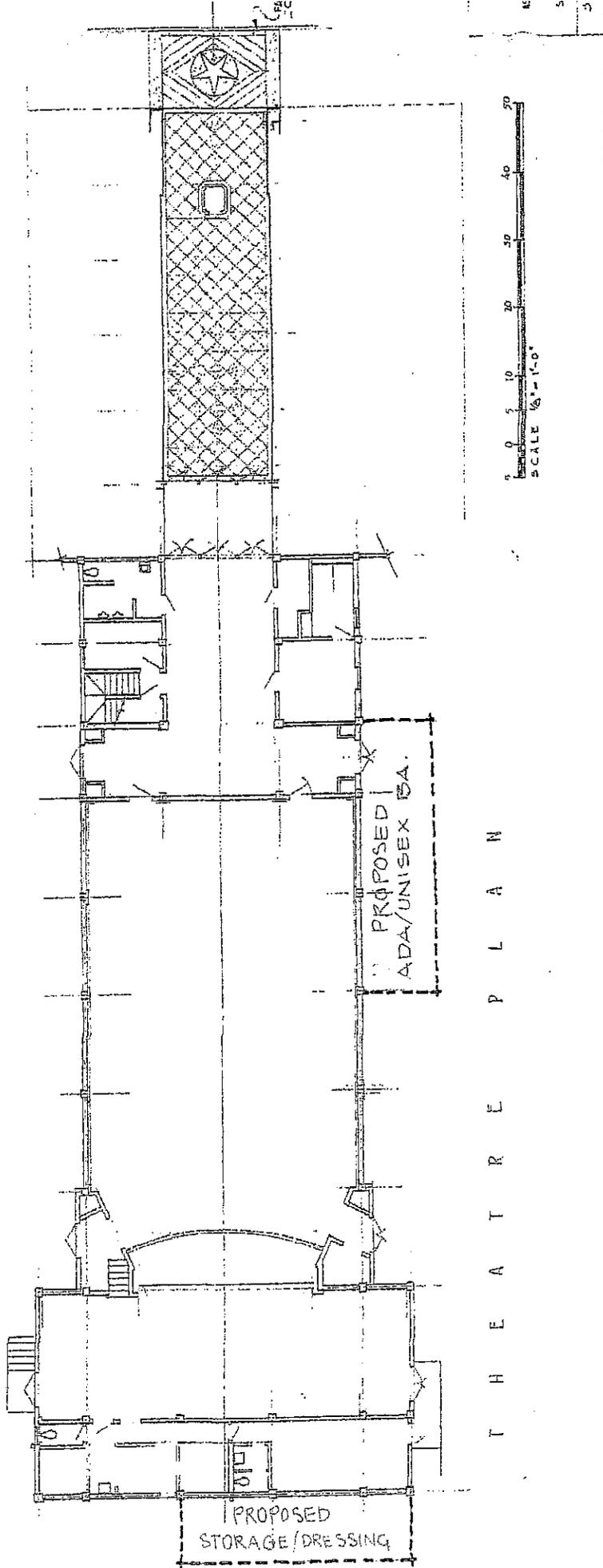
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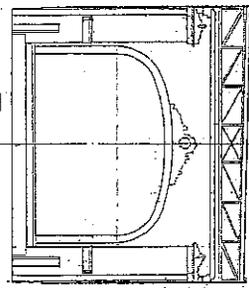
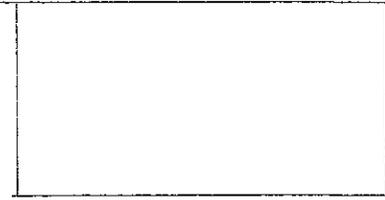
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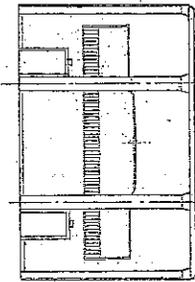


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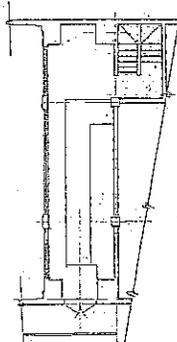
SAM SEBASTIANI THEATRE
 SONOMA CALIFORNIA
 AS-BUILT DRAWINGS FROM DOCUMENTS BY
 REID BROS ARCHITECTS
 SAN FRANCISCO JAN. 30, 1993
 SHEET ONE OF TWO DECEMBER 1992 A



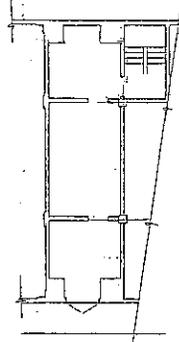
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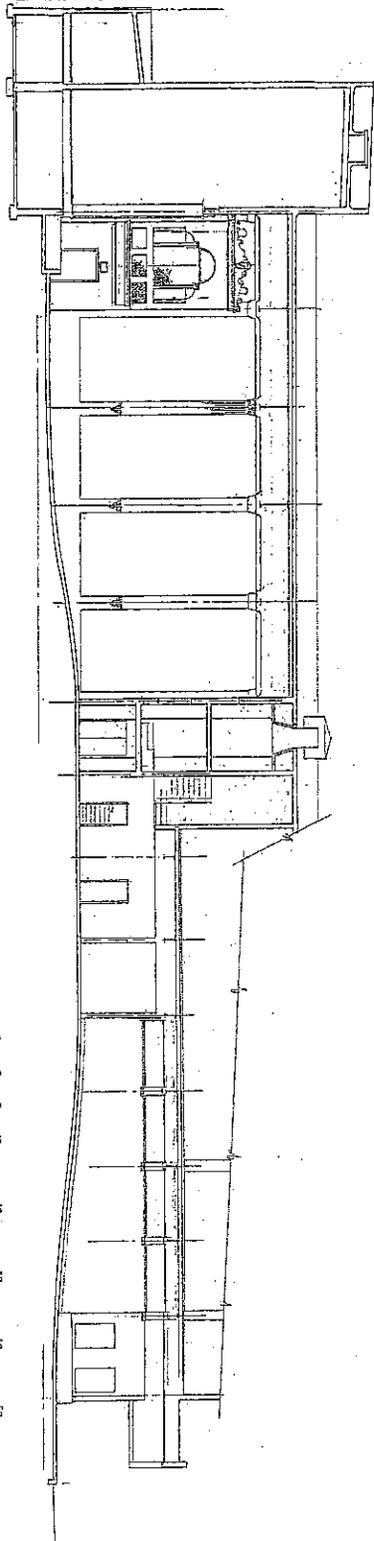
ELEVATION



BALCONY PLAN



PROJECTION ROOM



SECTION



Arch. No. 1

SAM SEBASTIAN'S THEATRE
SHEET TWO OF TWO

EXHIBIT C

ADDENDUM

The following terms and conditions are hereby incorporated in and made a part of the Standard Industrial/Commercial Multi-Tenant Lease-Net dated, for reference purposes only, December 1, 2016 on the property commonly known as 472 First Street East, Sonoma, CA in which Sebastiani Building investors Inc, A California Corporation, is referred to as "**Lessor**" and the City of Sonoma, a California general law city, is referred to as "**Lessee**".

50. (a) The minimum **Base Rent** per month during the lease term and any extensions thereof shall be adjusted each December 1st by an increase of 2% (Two percent) per year beginning with the first anniversary of the Commencement Date.

(b) All the above monthly Base Rent payments shall be in addition to any Common Area Operating Expenses and property taxes as outlined in the Lease.

(c) There shall be no additional Rent charged by Lessor for any Alterations, ADA Improvements (in Paragraph 56 below), Expansion Structure (defined below), or Utility Installations constructed, added or erected after the Start Date, even if said Alterations, ADA Improvements, Expansion Structure or Utility Installations result in additional square footage being added to the Premises or Building. However, Lessee shall be liable for any increase in real property taxes directly attributable to said Alterations, ADA Improvements, Expansion Structure and Utility Installations.

51. Notwithstanding paragraph 1.3 to the contrary, in the event the County of Sonoma agrees in writing to exempt the Unit from real property taxes if the Original Term of the Lease is at least thirty-five (35) years, then Lessor and Lessee agree that the Original Term shall be thirty-five (35) years ("**Modified Original Term**") and the Lease shall be deemed to be so amended; provided, however that said Modified Original Term shall not become effective until and unless, prior to December 1, 2017, Lessee gives notice to Lessor of the County of Sonoma's determination as described above, along with the necessary documentation evidencing said determination. If Lessee does not give Lessor notice of such by December 1, 2017, this lease will be for the original term of twenty-five (25) years.

52. In addition to the expenses identified in Paragraph 4.2, Lessee shall be responsible for the following expenses: (a) Sewer charges currently based at 6.7 ESD's based on a current seating capacity of 335 seats. Lessee acknowledges that this figure is subject to re-calculation by the sewer district and that Lessee may pay more or less based on the sewer district's calculations.

53. In the event that Lessee fails to maintain insurance per Paragraph 8 or should Lessee's insurance per Paragraph 8 lapse for any reason, all Alterations as defined by Paragraph 7.3(a) owned by Lessee shall immediately become the property of Lessor until such time as Lessee obtains reinstatement of insurance or a new policy of insurance subject to the provisions of Paragraph 8 and provides Lessor with evidence of reinstatement or a new policy of insurance. During such time that Lessor has ownership of any Alterations, Lessee shall continue to be responsible for all maintenance, repairs and replacement of Alterations.

54. Lessee shall obtain service contracts for regularly scheduled maintenance of any exhaust fans and HVAC systems in accordance with Paragraph 7.1(b).

55. Lessee shall maintain and keep free of any debris the covered front entrance to the Premises and the ticket booth.

56. Subject to and qualified by the provisions of this Paragraph, Lessee shall be responsible for any and all costs, including but not limited to the installation of those improvements (ADA Improvements) necessary, to bring the Premises in compliance with the current Americans with Disabilities Act (ADA). Lessee shall complete said ADA improvements by no later than forty-eight (48) months after the Commencement Date; provided, however, that if within twenty-four (24) months after the Commencement Date, Lessee is unable, in its sole determination, to raise sufficient funds to pay for said ADA improvements, Lessee shall have the right to terminate the Lease upon one hundred twenty (120) days advance, written notice to Lessor, which said notice must be delivered to Lessor no later than thirty (30) days after the second year anniversary of the Commencement Date. If any terms of the Lease are in conflict with this Paragraph 56, the terms contained in this Paragraph shall prevail.

57. **Intentionally Left Blank** ~~Lessee shall not be responsible for the reimbursement of any insurance premiums paid by Lessor as outlined in Paragraph 8.3 except for any increases of the cost of insurance due to Lessee's business or actions of Lessee that would cause the insurance premiums to increase.~~

58. Provided that Lessee is not in breach or default beyond any applicable cure periods of any terms, conditions, covenants, obligations or provisions of the Lease, and that no event shall have occurred or state of facts exists which if continued uncured will, with the lapse of time or the delivery of notice, or both, constitute an event of default on the part of Lessee, then Lessee shall have and is hereby granted, the option to extend the Original Term or Modified Original Term of the Lease, as the case may be, for one (1) additional period of twenty-five (25) years (the "**Renewal Term**"). Lessee's occupancy of the Premises during the Renewal Term shall be governed by all of the terms, conditions, covenants and provisions of the Lease including this Addendum except that Lessee shall have no further option to extend the Term after the expiration of the Renewal Term if exercised. If Lessee desires to exercise its option to extend the Original Term or Modified Original Term of the Lease, as the case may be, Lessee must give Lessor notice in writing (the "**Option Notice**") of Lessee's election to do so at least one hundred eighty (180) days, but not more than three hundred sixty-five (365) days, prior to the expiration of the current Term. The annual Base Rent for the first year of the Renewal Term shall be 102% of the previous year's Base Rent.

59. Notwithstanding anything to the contrary stated in this Lease, Lessee is permitted to assign and/or sublet this Lease and all of Lessee's rights and obligations under this Lease to the Sebastiani Theatre Foundation, a not for profit California Corporation ("Foundation") and/or to any other party; provided that any such subletting or assignment shall not release Lessee of any obligations hereunder and shall not alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee. Lessor consents to said subleases and/or assignments, and no further consent from Lessor is required for same. With respect to all subleases and assignments other than the sublease with the Foundation mentioned above, the Lessee shall give written notice of its intent to sublease or assign the Lease to the Lessor at least thirty (30) days before the sublease or assignment becomes effective. Without limiting the generality of the foregoing, the provisions of Paragraphs 12 and 36 shall not apply to these specific subleases and assignments.

60. Notwithstanding anything to the contrary stated in this Lease, in the event that at any time during the Term, Lessee's liability for the payment of real property taxes increases by ten percent (10%) or more, year over year, as a result of a sale or transfer of the property then: (a) Lessee shall have the right to pay the amount of the increase in five equal payments, the first payment starting on the date that Lessee's payment of Common Area Operating Expenses are otherwise due that is the closest to the date Lessee first receives written notice from Lessor of the increase; (b) subsequent payments by Lessee shall be due on the anniversary dates of the first payment; (c) no interest shall accrue on the outstanding balances owed under this paragraph 60; and (d) this right shall be exercisable only once during the Term.

61. **Intentionally Left Blank** ~~During the Term, Lessee shall have an ongoing Right of First Refusal to purchase the Project in the event that Lessor receives an offer to purchase the Project or to lease any adjacent space in the Building that becomes available for lease. Lessor shall not sell the Project or lease any adjacent space in the Building that becomes available for lease except in accordance with the provisions of this Section.~~

~~(a) Any such sale or lease shall be pursuant to a written offer ("Offer") from a Qualified Purchaser, defined below, setting forth the terms and conditions for such proposed purchase or lease, provided that (for a purchase) such terms and conditions must provide for an all-cash purchase price and a closing date of not less than forty-five (45) days after acceptance of the Offer. A Qualified Purchaser shall be an independent third party that is not directly or indirectly owned or controlled by or under common control with Lessor and that intends to purchase the Project or lease a portion thereof for its own account.~~

~~(b) If Lessor receives an Offer that Lessor is willing to accept, Lessor shall give Lessee a copy of the Offer and certify to Lessee that the proposed purchaser is a Qualified Purchaser ("Offer Notice").~~

~~(c) Lessee shall have forty-five (45) days from the delivery of the Offer Notice ("Acceptance Period") within which to notify Lessor of its election to purchase the Project (or lease a portion thereof) under the terms and conditions specified in the Offer, by giving written notice to Lessor (Acceptance Notice) of such election.~~

~~(d) On delivery of the Acceptance Notice, Lessor and Lessee shall forthwith proceed to consummate the sale and purchase of the Project on the terms and conditions set forth in the Offer.~~

~~(e) If the Acceptance Notice is not given in a timely manner, then Lessor may thereafter proceed to sell the Project any time within ninety (90) days after the expiration of the Acceptance Period, on the terms and conditions set forth in the Offer, free and clear of any rights of Lessee under this Right of First Refusal with respect to that sale only. Lessor may make changes in the terms and conditions of the Offer as long as such changes are not materially more favorable to Lessor and are agreed to by Lessee after the Offer has been submitted to Lessee.~~

~~(f) Any sale or proposed sale on any other terms and conditions or after expiration of said ninety (90) days shall be a new sale subject to all of the terms of this Right of First Refusal.~~

~~(g) The right of first refusal set forth in this section shall not be applicable to sales or transfers of the Project on account of: intrafamily transfers; transfers when there is no change of control of the Lessor or its successor; transfers by operation of law; or involuntary transfers.~~

~~(h) The right of first refusal set forth in this section may not be assigned or transferred by Lessee except to Guarantor the City of Sonoma, a municipal corporation.~~

~~(i) This Right of First Refusal shall terminate upon termination of the Lease.~~

62. Lessee shall have the right to construct an Expansion Structure (such as, without limitation, for additional storage) in the approximate location shown on Exhibit A to the Lease as "proposed storage/dressing," subject to Lessor's approval as to design and materials. No rent shall be charged for such additional space, and no further Lessor consent or Lessee bond or security deposit shall be required. Except as otherwise provided in this paragraph, an Expansion Structure shall constitute an Alteration and be subject to any applicable provisions of paragraphs 7.3 and 7.4.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date: _____

Lessor: Sebastiani Building Investors Inc., a California Corporation

By: _____

Name: _____

Its: _____

Date: _____

Lessee: The City of Sonoma, a California general law city

By: _____

Name: _____

Its: _____

EXHIBIT D

SUBLEASE

THIS SUBLEASE (“Sublease”) dated as of December 1, 2016, is made between the City of Sonoma, a California general law city (“Sub-landlord”), and the Sebastiani Theatre Foundation, a not for profit California Corporation (“Subtenant”).

RECITALS

A. Sub-landlord is the tenant under a Standard Industrial/Commercial Multi-Tenant Lease – Net dated as of December 1, 2016 (“Original Master Lease”), pursuant to which the Sebastiani Building Investors, Inc., a California Corporation (“Master Lessor”) leased to Sub-landlord the real property located in the City of Sonoma, County of Sonoma, State of California, described as 472 First Street East, Sonoma, CA (“Premises”).

B. The Original Master Lease, together with its attachments, is collectively referred to as the “Master Lease.”

C. A copy of the Master Lease is attached and incorporated in this Sublease as **Exhibit A**.

D. Capitalized terms used herein shall have the same meaning as those terms are used in the Master Lease, unless the context dictates otherwise.

Section 1. Sublease

Sub-landlord subleases to Subtenant on the terms and conditions in this Sublease the Premises.

Section 2. Warranty by Sub-landlord

Sub-landlord warrants to Sub-tenant that the Master Lease has not been amended or modified except as expressly set forth in this Sublease; that Sub-landlord is not now, and as of the commencement of the Term (defined in this Sublease) of this Sublease will not be, in default or breach of any of the provisions of the Master Lease; and that Sub-landlord has no knowledge of any claim by Master Lessor that Sub-landlord is in default or breach of any of the provisions of the Master Lease.

Section 3. Term

The term of this Sublease (the “Term”) will commence on the latter of December 1, 2016 (“Beginning Date”), or when Master Lessor consents to this Sublease (if consent is required under the Master Lease), whichever occurs later, and end on November 30, 2041 (“Expiration Date”), unless terminated sooner in accordance with the provisions of this Sublease. If the Term commences on a date other than the Beginning Date, Sub-landlord and Subtenant will execute a memorandum setting forth the actual date of commencement of the Term. Possession of the Premises (“Possession”) will be delivered to Subtenant on the commencement of the Term. If for any reason Sub-landlord does not deliver Possession to Subtenant on the commencement of the Term, Sub-landlord will not be subject to any liability for this failure, the Expiration Date will not be extended by the delay, and the validity of this Sublease will not be impaired. Rent will be abated until delivery of Possession. However, if Sub-landlord has not delivered Possession to Subtenant within thirty (30) days after the Beginning Date, at any time after that and before delivery of Possession, Subtenant may give written notice to Sub-landlord of Subtenant’s intention to cancel this Sublease. The notice will set forth an effective date for the cancellation, which will be at least ten (10) days after delivery of notice to Sub-landlord. If Sub-landlord delivers Possession to Subtenant on or before this effective date, this Sublease will remain in full force. If Sub-landlord fails to deliver Possession to Subtenant on or before this effective date, this Sublease will be canceled. Upon cancellation, all consideration previously paid by Subtenant to Sub-landlord on account of this Sublease will be returned to Subtenant, this Sublease will have no further force, and Sub-landlord will have no further liability to Subtenant because of this delay or cancellation. If Sub-landlord permits Subtenant to take Possession prior to the commencement of the Term, the early Possession will not advance the Termination Date and will be subject to the provisions of this Sublease, including, without limitation, the payment of Rent.

Section 4. Rent

Minimum Rent.

(a) Minimum (“Base”) Rent. Subtenant will pay to Sub-landlord as minimum rent (“Base Rent”), without deduction, setoff, notice, or demand, at City of Sonoma, Atten: City Manager, No. 1 The Plaza, Sonoma, CA, or at any other place Sub-landlord designates by notice to Subtenant, an amount equal to 50% of the monthly Base Rent, in advance, at least five days before the first day of each month of the Term. Subtenant will pay to Sub-landlord on execution of this Sublease 50% of five thousand three hundred eighteen dollars (\$5,425.00) as rent for December 1, 2016 to December 31, 2016. If the Term begins or ends on a day other than the first or last day of a month, the rent for the partial months will be prorated on a per diem basis. Said Base Rent shall be subject to adjustment as set forth in the Master Lease.

Operating Costs.

(b) Common Area Operating Costs. Except as to Real Property Taxes, Subtenant will pay to Sub-landlord as additional rent 100% of the amounts payable by Sub-landlord for Common Area Operating Costs incurred during the Term. This additional rent will be payable as and when Common Area Operating Costs are payable by Sub-landlord to Master Lessor. If the Master Lease

provides for payment by Sub-landlord of Common Area Operating Costs on the basis of an estimate, then as and when adjustments between estimated and actual Common Area Operating Costs are made under the Master Lease, the obligations of Sub-landlord and Subtenant will be adjusted in the same manner. If this adjustment occurs after the Expiration or earlier termination of the Term, the obligations of Sub-landlord and Subtenant under this Subsection will survive this Expiration or termination. Sub-landlord will, on request by Subtenant, furnish Subtenant with copies of all statements submitted by Master Lessor of the actual or estimated Common Area Operating Costs during the Term.

Rent and Payment of Same by Subtenant.

(c) Except as is expressly provided herein, Subtenant shall be liable for the payment of all Rent to the Sub-landlord. Monthly Base Rent payments (pursuant to Section 4(a)) shall be paid by the Subtenant at least five days before the first day of each month of the Term. Notwithstanding anything to the contrary stated in this Sublease, all other payments of Rent shall be paid by the Subtenant to the Sub-landlord (or to the Master Lessor, as the Sub-landlord may direct), within ten (10) days after the Sub-landlord's delivery of written notice to the Subtenant of Subtenant's obligation to pay said other Rent; provided, however, with respect to Real Property Taxes owed by the Lessee under the Master Lease, Subtenant shall pay to Sub-landlord an amount equal to 50% of said Real Property Taxes. Except as is provided in the Indemnification and Reimbursement Agreement between the Sub-landlord and Subtenant of even date, at its cost, Subtenant shall obtain and maintain during the Term, all of the insurance the Lessee is required to obtain and maintain under the Master Lease, naming the Sub-landlord and its officers, employees, agents and representatives as additional insureds, among other things.

Section 5. Use of Premises

The Premises will be used and occupied only for the purposes described in the Master Lease and for no other use or purpose.

Section 6. Assignment and Subletting

Subtenant will not assign this Sublease or further sublet all or any part of the Premises without the prior written consent of Sub-landlord (and the consent of Master Lessor, if this is required under the terms of the Master Lease).

Section 7. Other Provisions of Sublease and Subtenant's Obligation to Perform as Though the Lessee Under the Master Lease

(a) This Sublease is and shall be at all times subject and subordinate to the Master Lease.

(b) The terms, conditions and respective obligations of Sub-landlord and Subtenant to each other under this Sublease shall be the terms and conditions of the Master Lease except for those provisions of the Master Lease which are directly contradicted by this Sublease in which event the terms of this Sublease document shall control over the Master Lease. Therefore, for the purpose of this Sublease, where in the Master Lease the word “Lessor” is used it shall be deemed to mean the Sub-landlord herein and wherever in the Master Lease the word “Lessee” is used it shall be deemed to mean the Subtenant herein. All the terms and conditions of the Master Lease are incorporated into and made a part of this Sublease as if Sub-landlord were the Lessor under the Master Lease and Subtenant were the Lessee under the Master Lease.

(c) During the Term of this Sublease and for all periods subsequent for obligations which have arisen prior to the termination of this Sublease, Subtenant does hereby expressly assume and agree to perform and comply with, for the benefit of Sub-landlord and Master Lessor, each and every obligation of Sub-landlord under the Master Lease. The obligations that Subtenant has assumed under this paragraph are hereinafter referred to as the “Subtenant’s Assumed Obligations.” Subtenant shall hold Sub-landlord free and harmless from all liability, judgments, costs, damages, claims or demands, including reasonable attorneys’ fees, arising out of Subtenant’s failure to comply with or perform Subtenant’s Assumed Obligations. However, the obligation to pay Base Rent, Common Area Operating Costs and other forms of Rent to the Master Lessor under the Master Lease will be considered performed by Subtenant to the extent and in the amount Base Rent, Common Area Operating Costs and other forms of Rent are paid to Sub-landlord in accordance with Section 4 of this Sublease.

(d) Subtenant will not commit or suffer any act or omission that will violate any of the provisions of the Master Lease.

(e) Sub-landlord will exercise due diligence in attempting to cause Master Lessor to perform its obligations under the Master Lease for the benefit of Subtenant. Sub-landlord agrees to maintain the Master Lease during the entire term of this Sublease, subject, however, to any earlier termination of the Master Lease without the fault of the Sub-landlord. If the Master Lease terminates, at the option of Master Lessor, this Sublease will terminate and the parties will be relieved of any further liability or obligation under this Sublease. However, if the Master Lease terminates as a result of a default or breach by Sub-landlord or Subtenant under this Sublease or the Master Lease, the defaulting party will be liable to the nondefaulting party for the damage suffered as a result of the termination. Regardless, if the Master Lease gives Sub-landlord any right to terminate the Master Lease in the event of the partial or total damage, destruction, or condemnation of the Premises or the Building or Project of which the Premises are a part, the exercise of this right by Sub-landlord will not constitute a default or breach. In the event of a Default under this Sublease by Subtenant, Sub-landlord shall have all of the remedies available to the Master Lessor under the Master Lease.

(f) Under Paragraph 56 of the Lease, Sub-landlord is granted the right to terminate the Lease under certain circumstances. The parties acknowledge and agree that either the Sub-landlord or the Subtenant may exercise that right of termination, consistent with the terms and conditions

set forth in Paragraph 56, and the Master Lessor shall be bound by such election irrespective which party invokes it. Under Paragraph 58 of the Lease, Sub-landlord is granted the option of extending the Term of the Lease an additional twenty-five (25) years. The parties acknowledge and agree that both the Sub-landlord and the Subtenant must elect to extend the Term under said Paragraph 58 and that exercise of the said extension option by only the Sub-landlord or the Subtenant shall be ineffective, and the Master Lessor agrees to same.

Section 8. Attorney Fees

If either party commences an action against the other in connection with this Sublease, the prevailing party will be entitled to recover costs of suit and reasonable attorney's fees in accordance with and as provided in Paragraph 21 of the Master Lease.

Section 9. Broker

Sub-landlord and Subtenant each warrant that, other than Cassidy Turley Northern CA Inc., dba Cushman & Wakefield, they have not dealt with any real estate broker in connection with this transaction. Sub-landlord and Subtenant each agree to indemnify, defend, and hold the other harmless against any damages incurred as a result of the breach of the warranty contained in this Sublease.

Section 10. Notices

All notices and demands that may be required or permitted by either party to the other will be delivered and deemed received in accordance with Paragraph 23 of the Master Lease. All notices and demands will be sent to the addresses, email addresses and/or fax numbers as set forth in the Master Lease.

Section 11. Successors and Assigns

This Sublease will be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.

Section 12. Attornment

If the Master Lease terminates, Subtenant will, if requested, attorn to Master Lessor and recognize Master Lessor as Sub-landlord under this Sublease. However, Subtenant's obligation to attorn to Master Lessor will be conditioned on Subtenant's receipt of a nondisturbance agreement.

Section 13. Entry

Sub-landlord reserves the right to enter the Premises on reasonable notice to Subtenant to inspect the Premises or the performance by Subtenant of the terms and conditions of this Sublease and, during the last six months of the Term, to show the Premises to prospective subtenants. In an emergency, no notice will be required for entry.

Section 14. Late Charge and Interest

The late payment of any Rent will cause Sub-landlord to incur additional costs, including the cost to maintain in full force the Master Lease, administration and collection costs, and processing and accounting expenses. If Sub-landlord has not received any installment of Rent within five (5) days after that amount is due, Subtenant will pay ten percent (10%) of the delinquent amount, or \$100, whichever is greater, which is agreed to represent a reasonable estimate of the cost incurred by Sub-landlord. In addition, all delinquent amounts will bear interest from the date the amount was due until paid in full at a rate per annum (“Applicable Interest Rate”) equal to the greater of (a) five percent (5%) per annum plus the then federal discount rate on advances to member banks in effect at the Federal Reserve Bank of San Francisco on the 25th day of the month preceding the date of this Sublease or (b) ten percent (10%). However, in no event will the Applicable Interest Rate exceed the maximum interest rate permitted by law that may be charged under these circumstances. Sub-landlord and Subtenant recognize that the damage Sub-landlord will suffer in the event of Subtenant’s failure to pay this amount is difficult to ascertain and that the late charge and interest are the best estimate of the damage that Sub-landlord will suffer. If a late charge becomes payable for any three (3) installments of Base Rent within any twelve (12) month period, the Base Rent will automatically become payable quarterly in advance.

Section 15. Entire Agreement

This Sublease, the Right of First Refusal Agreement between the Sub-landlord, Subtenant and Master Lessor of even date, and the Indemnification and Reimbursement Agreement (“IR Agreement”) between the Sub-landlord and Subtenant of even date set forth all the agreements between Sub-landlord and Subtenant concerning the Premises, and there are no other agreements either oral or written other than as set forth in this Sublease.

Section 16. Time of Essence

Time is of the essence in this Sublease.

Section 17. Consent by Master Lessor

(a) The signature of the Master Lessor at the end of this document shall constitute its consent to and agreement with the terms of this Sublease.

(b) In the event that Sub-landlord Defaults under its obligations to be performed under the Master Lease by Sub-landlord, Master Lessor agrees to deliver to Subtenant a copy of any such notice of Default. Subtenant shall have the right to cure any Default of Sub-landlord described in any notice of default if Subtenant does so within the same number of days set forth in the notice of Default given to Sub-tenant. If such Default is cured by Subtenant, then Subtenant shall have

the right of reimbursement and offset from and against Sub-landlord.

Section 18. Governing Law

This Sublease will be governed by and construed in accordance with California law.

Section 19. ADA Compliance

Since compliance with the Americans with Disabilities Act (ADA) and other similar laws is dependent upon Subtenant's specific use of the Premises, Sub-landlord makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Subtenant's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, subject to the terms and conditions of the IR Agreement, Subtenant agrees to make any such necessary modifications and/or additions at Subtenant's expense.

Section 20. Warranty of Authority

The persons whose signatures appear below warrant that they are duly authorized to execute this agreement on behalf of the entity which they represent and warrant that this agreement is a binding obligation on the part of their respective entity.

IN WITNESS WHEREOF, the parties have executed this Sublease as of the date first above written.

SUB-LANDLORD:

City of Sonoma

By:

Name Carol Giovanatto

Its: City Manager

SUBTENANT:

The Sebastiani Theatre Foundation, a California not for profit Corporation

By:

Name

Its: President or Chief Executive Officer

By:

Name

Its: Treasurer or Chief Financial Officer

Master Lessor's Consent to Sublease

The undersigned ("Master Lessor"), landlord under the Master Lease, consents to the Sublease without waiver of any restriction in the Master Lease concerning further assignment or subletting. Master Lessor certifies that, as of the date of Master Lessor's execution, Sub-landlord is not in default or breach of any of the provisions of the Master Lease, and that the Master Lease has not been amended or modified except as expressly set forth in the Sublease.

Date: _____.

MASTER LESSOR:

The Sebastiani Building Investors, Inc., a California Corporation

By:

Name

Its: President or Chief Executive Officer

By:

Name

Its: Treasurer or Chief Financial
Officer

EXHIBIT E

INDEMNIFICATION AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT is dated as of December 1, 2016, by and between the City of Sonoma (“City”) and the Sebastiani Theatre Foundation, a not for profit California Corporation (“STF”), with reference to the following:

RECITALS

- A. The City is entering into a Standard Industrial/Commercial Multi-Tenant Lease – Net (“Lease”), dated as of September 1, 2016, with the Sebastiani Building Investors, Inc. (“Master Lessor”) for the purpose of leasing the Premises located at 472 First Street West, Sonoma, CA (“Premises”), most commonly known as the Sebastiani Theater.
- B. The City is subleasing the Premises to STF pursuant to a Sublease (“Sublease”) dated as of September 1, 2016, under which the STF assumes all of the City’s obligations under the Lease except as provided in the Sublease.
- C. STF has requested that the City defray 50% of STF’s monthly rental obligations under the Sublease, 50% of STF’s Real Property Tax and insurance premium liabilities under the Sublease and 50% of the costs incurred by STF to bring the Premises into conformance with the Americans with Disabilities Act (“ADA”). The City is agreeable to reimbursing STF for these financial obligations under the terms and conditions set forth herein.

NOW, therefore, for the following promises, covenants and considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Definitions. Unless the context requires a different definition, all capitalized terms used herein shall have the same meaning assigned to them in the Lease.
2. Reimbursement.
 - a. Base Rent. As long as (i) STF is the occupant of and is operating a theater at the Premises consistent with the terms of the Lease and Sublease, (ii) STF is not in Default under the Sublease, (iii) the Lease and Sublease remain in full force and effect, (iv) STF has timely paid to the City 50% of all Base Rent payments, (v) STF has timely paid to the City 50% of all Real Property Tax liabilities owed by the Lessee under the Lease and (vi) STF has timely paid all costs necessary to comply with Lessee’s insurance obligations and timely paid to the City all other Rent owed by the Lessee under the Lease, the City (aa) shall timely pay to the Master Lessor the monthly amount of the Base Rent, the amount owed by the Lessee for Real Property Taxes and all other amounts owed as Rent and (bb) shall reimburse STF one-half of the amount paid by STF to purchase said insurance (the City shall pay said reimbursement within

fifteen calendar days of receiving notice from STF of the amount(s) due accompanied by evidence that the insurance premium(s) were fully paid.).

3. ADA Improvements. As long as (a) STF is the occupant of and is operating a theater at the Premises consistent with the terms of the Sublease, (b) STF is not in Default under the Sublease, (c) the Lease and Sublease remain in full force and effect, and (d) STF is not in default under this Agreement, the City shall reimburse STF for 50%, not to exceed three hundred thousand dollars (\$300,000.00) (“Reimbursement Amount”), of the costs incurred by STF in designing, permitting, constructing and inspecting the ADA Improvements.

a. The City shall pay the Reimbursement Amount upon written request by STF and written verification by an architect or other qualified construction specialist (reasonably approved by the City but paid for by STF) that (i) STF has satisfactorily completed construction of 100% of the ADA Improvements and (ii) no outstanding liens encumber the Premises for the ADA Improvements or any other improvements constructed by STF thereon.

b. STF’s written request to be paid said Reimbursement Amount shall include: (i) the Reimbursement Amount sought by STF; (ii) a detailed itemization of all costs incurred by STF for which STF seeks said Reimbursement Amount; and (iii) proof satisfactory to the City that said costs have been fully paid. Within thirty (30) calendar days after receiving STF’s written request, the City shall either pay the Reimbursement Amount or submit to STF a written letter specifying why the City declines to pay the Reimbursement Amount and the manner in which STF can cure the deficiencies identified by the City. Once those deficiencies have been resolved to the reasonable satisfaction of the City, the City shall pay the Reimbursement Amount to STF.

4. Prevailing Wage. The City’s payment of the amounts specified in Sections 2 and 3 above, and any capital improvement work of more than one thousand dollars (\$1,000.00) performed on or in the Premises, Building or Project may require STF to pay, or have STF’s contractor(s) pay, with respect to such work, State prevailing wages, and conform to all other requirements, in compliance with Cal. Labor Code Section 1720 *et seq.* STF hereby expressly acknowledges and agrees that the City is *not*, by this Agreement, affirmatively representing, and has not previously affirmatively represented, to STF or any contractor(s) of STF, for any work of improvement on or in the Premises, Building or Project, in writing or otherwise, in a call for bids or any agreement or otherwise, that any work to be undertaken on the Premises, Building or Project, as may be referred to in this Agreement or constructed under this Agreement, is or is *not* a “public work,” as defined in Section 1720 of the Cal. Labor Code. STF shall indemnify, protect, defend and hold harmless the City and its officers, employees, agents, representatives, and attorneys, with counsel reasonably acceptable to the City, from and against “increased costs” as defined in Cal. Labor Code Section 1781 (including City’s reasonable attorneys’ fees, court and litigation costs, and fees of expert witnesses) in connection with any work of improvement on the Premises, Building or Project, that

results or arises in any way from (i) noncompliance by STF of the requirement, if and to the extent applicable, to pay federal or state prevailing wages and hire apprentices; or (ii) failure by STF to provide any required disclosure or identification as required by Cal. Labor Code Sections 1720 *et seq.* including without limitation specifically Section 1781, as the same may be amended from time to time. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

5. STF's Liability for Operational Expenses. Subject to and except as provided in Sections 2 and 3, above, and in the Sublease, STF shall be solely responsible and shall bear exclusive liability for the payment of all expenses required to lease, use and operate the Premises, including, but not limited to, all Rent and expenses for which the Lessee is liable under the Lease, Real Property Taxes, sewage and utility charges, costs of equipment and supplies, film rentals, salaries and benefits of employees, and the costs associated with monitoring the Premises' fire sprinkler system

6. Compliance with Laws and Indemnification. STF shall comply with all applicable laws, ordinances and regulations in subleasing and using the Premises pursuant to the Sublease, including but not limited to all local ordinances, hazardous substances laws, the ADA, its State counterpart and all implementing regulations (collectively "Laws"). The STF shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City, and its officers, employees, agents, representatives, and attorneys from any and all claims, injuries, damages, causes of action, costs, expenses (including attorney's fees) and liabilities of any sort arising out of (i) STF's use and subleasing of the Premises, (ii) STF's failure to comply with the terms and conditions of the Sublease, (iii) STF's performance or failure to perform under the Sublease, (iv) STF's Default(s) under the Sublease, (v) STF's acts or omissions, (vi) STF's contractors' and agents' acts or omissions, (vii) STF's performance or failure to perform under this Agreement or any other agreement entered with the City, and (viii) STF's failure to comply with the Laws, and irrespective of the City's negligence or its exercise of its police powers, land use authority, regulatory authority, permitting authority and/or inspection and building plan approval authority; provided, however, that this indemnity shall not extend to the City's sole or gross negligence or to its willful misconduct. The foregoing indemnity shall survive the expiration or earlier termination of this Agreement.

7. Insurance. On or prior to the date first written above, STF shall furnish or cause to be furnished to City, and shall obtain City's City Manager's approval (which approval shall not be unreasonably withheld) of duplicate originals of policies and endorsements, or appropriate certificates thereof, of liability insurance policies covering STF's activities under the Sublease and Lease and STF's obligations to provide insurance under the Sublease, and insuring against bodily injury and property damage in the amount of at least Two Million Dollars (\$2,000,000), combined single limits, naming the City and its employees, officers, agents and representatives ("City Personnel") as additional insureds. STF shall maintain such insurance in force and without lapse throughout the Term of the Sublease and the term of this Agreement and provide

evidence of such insurance to the City Manager not less than once per calendar year, or more often if reasonably requested by the City Manager. In addition, all said insurance:

- (i) shall be primary insurance and not contributory with any other insurance the City may have;
- (ii) shall contain no special limitations on the scope of protection afforded to the City and City Personnel;
- (iii) shall be “date of occurrence” and not “claims made” insurance;
- (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- (v) shall provide that the policy (i) shall not be cancelled by the insurer or STF unless there is a minimum of thirty (30) days prior written notice to City, and (ii) shall not be non-renewed by the insurer or STF unless there is a minimum of thirty (30) days prior written notice to City; and
- (vi) shall be written by a California admitted insurer with a Best rating of not less than B+, Class X; and
- (vii) none of the above described policies shall require STF to meet a deductible or self-insured retention amount of more than Twenty-Five Thousand Dollars (\$25,000.00) unless approved in writing by the City Manager in her sole and absolute discretion.

Notwithstanding the foregoing, insurance which STF provides to the Master Lessor under the Sublease and which names the City and City Personnel as additional insureds shall be deemed compliant with this paragraph 7 provided that that insurance (aa) provides coverage in at least the amount of \$2,000,000, combined single limit, and (bb) otherwise complies with all of the other insurance requirements set forth herein .

8. Termination of Lease. Pursuant to the Sublease and under Paragraph 56 of the Lease, STF has twenty-four (24) months after the Lease’s Commencement Date to secure sufficient funds to pay for the ADA Improvements, and should STF be unable to obtain such funding, STF has the right to terminate the Lease and, thus, the Sublease. STF shall deliver to the City written reports detailing the status of STF’s efforts in securing such funding. Said reports shall be delivered to the City every four months, commencing on the first day of the third month after the Commencement Date. Said reports shall provide the information determined acceptable by the City Manager.

- a. Either the City or STF shall have the right to terminate the Lease and the Sublease pursuant to Paragraph 56 of the Lease. In the event STF determines to terminate the Lease and Sublease pursuant to Paragraph 56 of the Lease, it shall

consult with the City at least twenty-one (21) days prior to delivering the termination notice described in Paragraph 56. In the event the City determines to terminate the Lease and Sublease pursuant to Paragraph 56 of the Lease, it shall consult with the STF at least twenty-one (21) days prior to delivering the termination notice described in Paragraph 56.

9. Third-Party Beneficiaries. None of the terms or provisions of this Agreement are intended to benefit any person or entity other than the City and STF.

10. Governing Law; Venue; Attorneys' Fees. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the internal laws of the State of California without application of principles of conflicts of law. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Sonoma, or in the Federal District Court of the applicable federal district of California. In the event of any litigation between the parties hereto, the prevailing party shall be entitled to receive, in addition to the relief granted, its reasonable attorneys' fees and costs and such other costs incurred in investigating the action and prosecuting the same, including costs for expert witnesses, costs on appeal, and for discovery.

11. Successor and Assigns. STF shall not assign this Agreement to any person, firm, or entity without the prior, express, written consent of the City, which the City may withhold in its sole and absolute discretion.

12. Waivers. No waiver of any breach of any covenant or provision contained in this Agreement shall be deemed a waiver of any preceding or succeeding breach or such provision, or of any other covenant or provision contained in this Agreement. No extension of the time for performance of any obligation or act or any waiver of any provision of this Agreement shall be enforceable against the City or STF, unless made in writing and executed by both the City and STF.

13. Notices. All notices under this Agreement shall be delivered and deemed received in accordance with and as provided under Paragraph 23 of the Lease.

14. Calendar Days and Business Days. As used herein, the term "days" shall mean calendar days unless the term "business days" is used. As used herein, a "business day" shall mean a day that Sonoma City Hall is open for business to the general public. STF acknowledges that Sonoma City Hall is closed for holidays designated by the State of California or by ordinance or resolution of the City Council of the City. If the date on which the City or STF is required to take any action pursuant to the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. Construction. Headings at the beginning of each section and subsection of this Agreement are solely for the convenience of reference of the City and STF and are not a part of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one or the

other of the City or STF but rather as if both the City and STF prepared this Agreement. Unless otherwise indicated, all references to sections are to this Agreement. If any exhibits are referred to in this Agreement, such exhibits are either attached to this Agreement or incorporated into this Agreement by reference.

16. Nonliability of Officials, Officers, and Employees. No officer, official, member, employee, agent, representative, or volunteer of the City shall be personally liable to STF, or any successors in interest, in the event of any default or breach by the City of this Agreement, or for any amount which may become due to STF or to any successor under this Agreement, or for breach of any obligation of the terms of this Agreement.

No officer, official, member, employee, agent, representative, or volunteer of STF shall be personally liable to the City, or any successors in interest, in the event of any default or breach by STF of this Agreement, or for any amount which may become due to the City or to any successor under this Agreement, or for breach of any obligation of the terms of this Agreement.

17. Time of the Essence. Time is of the essence in this Agreement and of each and every term and provision hereof, it being understood that the parties hereto have specifically negotiated the dates or time limits for the completion of each obligation herein.

18. Entire Agreement; Amendment. This Agreement, the Sublease and the Right of First Refusal Agreement of even date and executed by the parties hereto set forth the entire agreement between the parties with respect to the subject matter set forth herein and supersedes all prior discussions and negotiations between the parties with respect thereto. No amendment to this Agreement shall be effective unless set forth in a writing signed by an authorized signatory of each party.

19. Authority to Sign. The individuals executing this Agreement on behalf of an entity represent and warrant that he or she is duly authorized to execute this Agreement on behalf of the entity he or she represents.

20. Counterparts. This Agreement may be executed in any number of duplicate originals, all of which shall be of equal legal force and effect upon all of the parties hereto signing this Agreement.

[end—signature page follows]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first appearing above.

CITY OF SONOMA

By:

Name: Carol Giovanatto
Its: City Manager

**SEBASTIANI THEATRE
FOUNDATION**

By: _____
Name: _____
Its: President or CEO

By: _____
Name: _____
Its: Treasurer or CFO

ATTEST:

Rebekah Barr,
City Clerk

EXHIBIT F

RIGHT OF FIRST REFUSAL AGREEMENT

THIS AGREEMENT (“Agreement” or “First Right Agreement”) dated as of December 1, 2016, is made between the City of Sonoma, a California general law city (“City”), the Sebastiani Theatre Foundation, a not for profit California Corporation (“STF”) and the Sebastiani Building Investors, Inc., a California Corporation (“Owner”).

RECITALS

A. The City is entering into a Standard Industrial/Commercial Multi-Tenant Lease – Net (“Lease”), dated as of December 1, 2016, with the Owner for the purpose of leasing the Premises located at 472 First Street West, Sonoma, CA (“Premises”), most commonly known as the Sebastiani Theater.

B. The City is subleasing the Premises to STF pursuant to a Sublease (“Sublease”) dated as of December 1, 2016, under which the STF assumes all of the City’s obligations under the Lease except as provided in the Sublease.

C. The Premises are part of the larger Building which is part of a Project, as these terms are defined in the Lease. Capitalized terms used herein shall have the same meaning as those terms are used in the Lease, unless the context dictates otherwise. Other Units in the Building are currently being leased by the Owner to other tenants.

D. In consideration for leasing and subleasing the Premises pursuant to the Lease and Sublease, the STF and the City have expressed a desire to be offered the opportunity to lease other Units and/or to purchase the Project in the event that the Owner decides to lease the other Units and/or to sell the Project.

E. The Owner, City and STF are agreeable to afford the City the opportunity to lease other Units in the Building and afford the City and STF the opportunity to purchase the Project under the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. During the Term, the STF and City shall have an ongoing Right of First Refusal to purchase the Project in the event that Owner receives a bona fide offer to purchase the Project from a third party. During the Term, the City shall have an ongoing Right of First Refusal to lease any other Unit in the Building that becomes available for lease. The Owner shall not (a) sell the Project or (b) lease any other Units in the Building that become available for lease except in accordance with the provisions of this Agreement. This First Right Agreement does not apply to any extension of the term of any lease of a person or entity that is a tenant of the Building as of the date first written above.

2. Any such sale or lease to a third party shall be pursuant to a written letter of intent (“LOI”) signed by the person or entity that wishes to lease a Unit in the Building or purchase the Project, as the case may be.

3. If the Owner receives a LOI which the Owner is willing to accept, Owner shall deliver to the City and STF each a copy of the LOI signed by the third party accompanied by a written statement (collectively, “LOI Notice”) to the effect that the Owner is willing, able and intending to execute the LOI, as is, and will do so, in the event that, in the case of a lease LOI, the City is not agreeable to leasing the Unit pursuant to the terms and conditions of the LOI or, in the case of a purchase LOI, neither the City nor the STF is agreeable to purchasing the Project pursuant to the terms and conditions of the LOI.

4. In the case of a lease LOI, the City shall have seven (7) days from the delivery of the LOI Notice (“City’s Lease Acceptance Period”) within which to notify the Owner and STF of the City’s election to lease the Unit in question, under the terms and conditions specified in the LOI, by giving written notice (“City’s Lease Acceptance Notice”) within the City’s Lease Acceptance Period of such election. In the event the City delivers the City’s Lease Acceptance Notice and executes the lease containing the terms of the lease LOI, the City shall have the right to assign or sublease the lease to the STF or any other person or entity provided that the City remains liable for the performance of the lessee’s obligations under the lease.

5. In the case of a purchase LOI, the STF shall have seven (7) days from the delivery of the LOI Notice (“Acceptance Period”) within which to notify the Owner of its election to purchase the Project under the terms and conditions specified in the LOI, by giving written notice, within the Acceptance Period, to Owner (“Purchase Acceptance Notice”) of such election. In the case of a purchase LOI, the City shall have fourteen (14) days from the delivery of the LOI Notice (“City Acceptance Period”) within which to notify the Owner of its election to purchase the Project under the terms and conditions specified in the LOI, by giving written notice, within the City Acceptance Period, to Owner (“Purchase Acceptance Notice”) of such election. In the event that both the City and STF elect to purchase the Project under the terms and conditions specified in the LOI, by giving written notice, only STF shall have the right to consummate the sale and purchase of the Project on the terms and conditions set forth in the LOI.

6. On timely delivery of the STF’s Purchase Acceptance Notice, City’s Lease Acceptance Notice or City’s Purchase Acceptance Notice, as the case may be, Owner and STF or Owner and the City, respectively, shall forthwith proceed to consummate the sale and purchase of the Project or the lease of the Unit on the terms and conditions set forth in the LOI.

7. The rights of first refusal set forth in this Agreement may not be assigned or transferred by STF or the City.

8. The terms of this First Right Agreement shall not be applicable to any purchase of the entire Project or any portion thereof by any current shareholders of Sebastiani Building Investors, Inc., a California Corporation or any family members of current shareholders of Sebastiani Building Investors, Inc., a California Corporation.

9. This First Right Agreement shall terminate upon termination of the Lease or the Sublease, and the rights granted to the City hereunder may not be exercised during the time the City is in default under the Lease.

10. All notices and demands that may be required or permitted by one party to the other(s) shall be delivered and deemed received in accordance with Paragraph 23 of the Lease. All notices and demands will be sent to the addresses, email addresses and/or fax numbers as set forth in the Lease.

IN WITNESS WHEREOF, the parties hereto execute this Agreement on the dates set forth below.

CITY OF SONOMA

By: _____
Name: Carol Giovanatto
Its: City Manager

SEBASTIANI THEATRE FOUNDATION

By: _____
Name: _____
Its: President or CEO

By: _____
Name: _____
Its: Treasurer or CFO

SEBASTIANI BUILDING INVESTORS, INC.

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

EXHIBIT G

SEBASTIANI THEATER LEASE CALCULATIONS

Calculation based on annualized base monthly rent with an initial increase from current; interest rate increase capped @ 2% per year over a 50 year lease (2 sequential 25 year terms) beginning in FY 2016-17. Lease agreement includes sublease to Sebastiani Theater Foundation @ 50% of lease rate. Should the Foundation default on its sub-lease, the lease obligates the City to fund the full annual lease and other costs.

PROPERTY LEASE						
Year #	Beginning Monthly Lease Amount	ANNUAL LEASE OBLIGATION	Annual City Budgeted Costs	Annual Payment from Sebastiani Theater Foundation		
1	\$ 5,425	\$ 65,100	\$ 32,550	\$ 32,550		
2		\$ 66,402	\$ 33,201	\$ 33,201		
3		\$ 67,730	\$ 33,865	\$ 33,865		
4		\$ 69,085	\$ 34,542	\$ 34,542		
5		\$ 70,466	\$ 35,233	\$ 35,233		
6		\$ 71,876	\$ 35,938	\$ 35,938		
7		\$ 73,313	\$ 36,657	\$ 36,657		
8		\$ 74,779	\$ 37,390	\$ 37,390		
9		\$ 76,275	\$ 38,138	\$ 38,138		
10		\$ 77,801	\$ 38,900	\$ 38,900		
11		\$ 79,357	\$ 39,678	\$ 39,678		
12		\$ 80,944	\$ 40,472	\$ 40,472		
13		\$ 82,563	\$ 41,281	\$ 41,281		
14		\$ 84,214	\$ 42,107	\$ 42,107		
15		\$ 85,898	\$ 42,949	\$ 42,949		
16		\$ 87,616	\$ 43,808	\$ 43,808		
17		\$ 89,368	\$ 44,684	\$ 44,684		
18		\$ 91,156	\$ 45,578	\$ 45,578		
19		\$ 92,979	\$ 46,489	\$ 46,489		
20		\$ 94,838	\$ 47,419	\$ 47,419		
21		\$ 96,735	\$ 48,368	\$ 48,368		
22		\$ 98,670	\$ 49,335	\$ 49,335		
23		\$ 100,643	\$ 50,322	\$ 50,322		
24		\$ 102,656	\$ 51,328	\$ 51,328		
25		\$ 104,709	\$ 52,355	\$ 52,355		
		\$ 2,085,173		\$ 1,042,586		\$ 1,042,586
26		\$ 106,803	\$ 53,402	\$ 53,402		
27		\$ 108,940	\$ 54,470	\$ 54,470		
28		\$ 111,118	\$ 55,559	\$ 55,559		
29		\$ 113,341	\$ 56,670	\$ 56,670		
30		\$ 115,607	\$ 57,804	\$ 57,804		
31		\$ 117,920	\$ 58,960	\$ 58,960		
32		\$ 120,278	\$ 60,139	\$ 60,139		
33		\$ 122,684	\$ 61,342	\$ 61,342		
34		\$ 125,137	\$ 62,569	\$ 62,569		
35		\$ 127,640	\$ 63,820	\$ 63,820		
		\$ 1,169,468		\$ 584,734		\$ 584,734
36		\$ 130,193	\$ 65,096	\$ 65,096		
37		\$ 132,797	\$ 66,398	\$ 66,398		
38		\$ 135,453	\$ 67,726	\$ 67,726		
39		\$ 138,162	\$ 69,081	\$ 69,081		
40		\$ 140,925	\$ 70,462	\$ 70,462		
41		\$ 143,743	\$ 71,872	\$ 71,872		
42		\$ 146,618	\$ 73,309	\$ 73,309		
43		\$ 149,551	\$ 74,775	\$ 74,775		
44		\$ 152,542	\$ 76,271	\$ 76,271		
45		\$ 155,592	\$ 77,796	\$ 77,796		
46		\$ 158,704	\$ 79,352	\$ 79,352		
47		\$ 161,878	\$ 80,939	\$ 80,939		
48		\$ 165,116	\$ 82,558	\$ 82,558		
49		\$ 168,418	\$ 84,209	\$ 84,209		
50		\$ 171,787	\$ 85,893	\$ 85,893		
		\$ 3,420,947		\$ 1,710,473		\$ 1,710,473
TOTAL	\$	5,506,119	\$	2,753,060	\$	2,753,060

SUMMARY COSTS & OBLIGATIONS - SEBASTIANI THEATER PROPERTY LEASE

	TOTAL	CITY	FOUNDATION
Lease - Year 1-25	\$ 2,085,173	\$ 1,042,586	\$ 1,042,586
Lease - Year 26-50	\$ 3,420,947	\$ 1,710,473	\$ 1,710,473
Property Tax/Ins. Year 1-25	\$ 788,382	\$ 394,191	\$ 394,191
Property Tax/Ins. Year 26-50	\$ 1,293,424	\$ 646,712	\$ 646,712
ADA Improvements (estimate)	\$ 600,000	\$ 300,000 *	\$ 300,000
	\$ 7,587,926	\$ 4,093,962	\$ 3,793,962

*Not to exceed amount

NOTE: Sub-totals shown in green on spreadsheet designates provision that lease could terminate at year 35.

PROPERTY TAX & INSURANCE PROVISIONS

Contained in the lease is the requirement to pay the property owner the square footage share of assessed property tax assessments. For calculation purposes, costs have been increased by 2% annually. Insurance coverages are required naming the property owner as additional insured at a coverage level of \$2,000,000. Premium estimates have also been factored at a 2% increase annually.

PROPERTY TAX & INSURANCE

Year #	Annual Property Tax Obligation	Annual Property Insurance Obligation	Total Annual Property Tax + Insurance	Annual City Budgeted Costs	Annual Payment from Sebastiani Theater Foundation
1	\$ 17,500	\$ 6,631	\$ 24,614	\$ 12,307	\$ 12,307
2			\$ 25,106	\$ 12,553	\$ 12,553
3			\$ 25,608	\$ 12,804	\$ 12,804
4			\$ 26,120	\$ 13,060	\$ 13,060
5			\$ 26,643	\$ 13,321	\$ 13,321
6			\$ 27,175	\$ 13,588	\$ 13,588
7			\$ 27,719	\$ 13,859	\$ 13,859
8			\$ 28,273	\$ 14,137	\$ 14,137
9			\$ 28,839	\$ 14,419	\$ 14,419
10			\$ 29,416	\$ 14,708	\$ 14,708
11			\$ 30,004	\$ 15,002	\$ 15,002
12			\$ 30,604	\$ 15,302	\$ 15,302
13			\$ 31,216	\$ 15,608	\$ 15,608
14			\$ 31,840	\$ 15,920	\$ 15,920
15			\$ 32,477	\$ 16,239	\$ 16,239
16			\$ 33,127	\$ 16,563	\$ 16,563
17			\$ 33,789	\$ 16,895	\$ 16,895
18			\$ 34,465	\$ 17,233	\$ 17,233
19			\$ 35,154	\$ 17,577	\$ 17,577
20			\$ 35,857	\$ 17,929	\$ 17,929
21			\$ 36,575	\$ 18,287	\$ 18,287
22			\$ 37,306	\$ 18,653	\$ 18,653
23			\$ 38,052	\$ 19,026	\$ 19,026
24			\$ 38,813	\$ 19,407	\$ 19,407
25			\$ 39,589	\$ 19,795	\$ 19,795
			\$ 788,382	\$ -	\$ 394,191
26			\$ 40,381	\$ 20,191	\$ 20,191
27			\$ 41,189	\$ 20,594	\$ 20,594
28			\$ 42,013	\$ 21,006	\$ 21,006
29			\$ 42,853	\$ 21,426	\$ 21,426
30			\$ 43,710	\$ 21,855	\$ 21,855
31			\$ 44,584	\$ 22,292	\$ 22,292
32			\$ 45,476	\$ 22,738	\$ 22,738
33			\$ 46,385	\$ 23,193	\$ 23,193
34			\$ 47,313	\$ 23,657	\$ 23,657
35			\$ 48,259	\$ 24,130	\$ 24,130
			\$ 442,163	\$ 221,082	\$ 221,082
36			\$ 49,225	\$ 24,612	\$ 24,612
37			\$ 50,209	\$ 25,105	\$ 25,105
38			\$ 51,213	\$ 25,607	\$ 25,607
39			\$ 52,237	\$ 26,119	\$ 26,119
40			\$ 53,282	\$ 26,641	\$ 26,641
41			\$ 54,348	\$ 27,174	\$ 27,174
42			\$ 55,435	\$ 27,717	\$ 27,717
43			\$ 56,544	\$ 28,272	\$ 28,272
44			\$ 57,674	\$ 28,837	\$ 28,837
45			\$ 58,828	\$ 29,414	\$ 29,414
46			\$ 60,004	\$ 30,002	\$ 30,002
47			\$ 61,205	\$ 30,602	\$ 30,602
48			\$ 62,429	\$ 31,214	\$ 31,214
49			\$ 63,677	\$ 31,839	\$ 31,839
50			\$ 64,951	\$ 32,475	\$ 32,475
			\$ 1,293,424	\$ 646,712	\$ 646,712
TOTAL			\$ 2,081,805	\$ 1,040,903	\$ 1,040,903

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CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7D

Meeting Date: 11/21/2016

Department Administration	Staff Contact Carol E. Giovanatto, City Manager
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Agenda Item Title

Discussion, Consideration and Possible Action to Adopt Local Climate Action Measures as Referenced in the Climate Action 2020 Plan

Summary

In August 2016, staff brought forward the Climate Action 2020 Plan [CAP] representing a coordinated effort amongst the nine cities and the County of Sonoma to address efforts to reduce Green House Gas emissions. This Plan was the result of an extensive amount of work by staff, local and regional partners, business leaders and consultants. The outcome for Sonoma was the recommendation of 22 Climate Action Measures which, if focused on and integrated into a larger workplan, will bring Sonoma closer to meeting its Climate 2020 GHG reduction targets. At the same time that the CAP was being presented for adoption, litigation was filed by California River Watch against the County and the County Regional Climate Protection Agency [RCPA], challenging the EIR utilized by the RCPA in approving/preparing the Climate Action Plan. Due to potential exposure to litigation through the City's participation in the JPA with the County and the RCPA, the City Attorney advised that the approval of the CAP be held in abeyance until the lawsuit was concluded.

The lack of an approved CAP or coordinated plan does not lessen the need for Sonoma to continue working towards addressing Climate Change measures and is in line with Council Goals [POLICY & LEADERSHIP: Expand focus on elements of the Climate 2020 Plan Targets]. These efforts to increase focus will need to be addressed in a collaborative approach through a combination of resources. Staff has been reviewing options of moving forward with implementation of the measures as defined in the CAP and a methodology to create a timeline and workplan to meet the City's target goals along with other duties and priorities as set forth in Council Goals. To move the process forward and begin to make measurable progress on the City's GHG target goals, staff is recommending the following:

- 1) By resolution, Council adopt all 22 Climate Action Measures as detailed in the Climate Action 2020 Plan
- 2) Authorize staff to review options for College Intern and/or Community Volunteer to assist with updating current inventory data and designing implementation program
- 3) Work with CSEC sub-committee on implementation and community outreach

Recommended Council Action

By resolution, adopt all 22 Climate Action Measures as detailed in the Climate Action 2020 Plan and authorize staff to move forward with implementation of measures including options for enlisting outside support staff.

Alternative Actions

Council discretion.

Financial Impact

Undetermined at this time. Additional costs for this program will be presented at a subsequent Council meeting for a requested budget modification.

Environmental Review

Status

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

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

Attachments:

Supplemental Report
Resolution
Climate Action Plan Measures
Excerpt from Climate Action 2020 Plan for City of Sonoma

Alignment with Council Goals:

POLICY & LEADERSHIP: Expand focus on elements of the Climate 2020 Plan Targets; lead by example with the Sonoma community

Compliance with Climate 2020 Action Plan Target Goals:

Adoption of the 22 CAP Measures will be the initial step towards full compliance with Climate 2020 Goals.

cc:

SUPPLEMENTAL REPORT

Discussion, Consideration and Possible Action to Adopt Local Climate Action Measures as Referenced in the Climate Action 2020 Plan

For the Meeting of November 21, 2016

In August 2016, staff brought forward the Climate Action 2020 Plan [CAP] representing a coordinated effort amongst the nine cities and the County of Sonoma to address efforts to reduce Green House Gas emissions. This Plan was the result of an extensive amount of work of staff, local and regional partners, business leaders and consultants. The outcome for Sonoma was the recommendation of 22 Climate Action Measures which, if focused on and integrated into a larger work plan, will bring Sonoma closer to meeting its Climate 2020 GHG reduction targets. At the same time that the CAP was being presented for adoption, litigation was filed by California River Watch against the County and the County Regional Climate Protection Agency [RCPA], challenging the EIR utilized by the RCPA in approving/preparing the Climate Action Plan. Due to potential exposure to litigation through the City's participation in the JPA with the County and the RCPA, the City Attorney advised that the approval of the CAP be held in abeyance until the lawsuit was concluded.

The lack of an approved CAP or coordinated plan does not lessen the need for Sonoma to continue working towards addressing Climate Change measures and is in line with Council Goals [POLICY & LEADERSHIP: Expand focus on elements of the Climate 2020 Plan Targets].

These efforts to increase focus will need to be addressed in a collaborative approach through a combination of resources. Staff has been reviewing options of moving forward with implementation of the measures as defined in the CAP and a methodology to create a timeline and work plan to meet the City's target goals along with other duties and priorities as set forth in Council Goals. These options are discussed below:

1. REGIONAL SUPPORT THROUGH REGIONAL CLIMATE PROTECTION AUTHORITY [RCPA]

Staff outreached to RCPA to discuss possible options for assistance and/or grants which may be available since the City of Sonoma is not working alone to implement climate action measures. There are a number of regional partnerships in place that provide assistance and cost effective implementation to the City.

First and foremost, the City will work with the RCPA to develop a CAP measure implementation work plan for 2017 that will leverage regional efforts led by the RCPA on behalf of the entire Staff Working Group (all ten local governments). The proposal outlined in Chapter 4 of the CAP explains how the RCPA will continue to provide coordination across all local jurisdictions, pursue grant funds for implementation, develop model policy and program tools, update GHG inventories, and monitor CAP implementation progress. Some of these efforts have stalled due to resource constraints, but the RCPA is working to secure funding to ensure these services can be offered to the city in 2017 and beyond.

The RCPA also provides for the management and oversight of several grant funded programs underway at least through 2017. These programs can help accelerate GHG reduction measure implementation in Sonoma by providing technical assistance, rebates, financing, planning tools, and trainings to various audiences. Current RCPA programs include Energy Upgrade California

incentives for retrofits, Home Energy Score residential energy performance benchmarking, the Bay Area Multifamily Building Enhancements Program, the BayREN Codes and Standards program, the BayREN Pay As You Save (PAYS) on bill repayment program, and the Shift Sonoma County low carbon transportation planning project.

The collaboration between the city and the County's Energy Independence Office brings important tools for building retrofits to property owners that want to implement water efficiency, energy efficiency, and renewable energy measures. These include the green business program, Sonoma County Energy Watch, Property Assessed Clean Energy (PACE) financing, and a Do It Yourself home retrofit kit program. Sonoma Clean Power allows residents to easily sign up for clean local energy, and for a slight premium, to sign up for carbon free EverGreen power. The Drive EverGreen program, launched in October, provides steep discounts on Nissan Leaf and BMW i3 electric vehicles, plus incentives for residential chargers.

In the near term, the City can work with these and other regional partners, as identified in the Regional Climate Action Plan, to promote existing tools and encourage greater participation by local businesses and residents.

Once the city confirms priorities for new local actions, the RCPA will provide support to define specific implementation plans. An example of how the RCPA can support implementation illustrated in this table from the CAP:

Table 4.2-1. Sample process for RCPA supported implementation of local measures

Implementation Process:	Responsible Party
Measure 2-L1 Solar in New Residential Development	
Research current status of solar energy requirements in jurisdictions	RCPA
Assemble examples of solar installation requirements for new residential buildings are identified and researched	RCPA
Convene ad hoc solar and building industry meeting to discuss current and potential future practice	RCPA
Develop draft measure tool materials (background information, cost estimates, case studies, resources, best practices, FAQs, incentives & rebates) and model policy language	RCPA
Present draft measure tool materials and model policy language to Staff Working Group (SWG)	RCPA
Review and comment on draft measure tool materials and model policy language	SWG
Refine measure tool materials and model policy language based on feedback and further research as needed	RCPA
Assemble and deliver customized final measure tool materials, including a draft model policy and supporting analysis to be used in jurisdiction staff reports to propose measure implementation	RCPA
Provide direction on jurisdiction specific requirements	Individual Jurisdictions
Refine model policy to reflect jurisdiction specific needs and opportunities	SWG
Adopt requirements for solar energy installation	Individual Jurisdictions

2. ENLIST OUTSIDE STAFF ASSISTANCE

With the City’s existing staffing levels, consideration is being given to enlisting the services of the Sonoma State college intern program. It is somewhat apparent in reviewing the measures and the calculation of credits currently attributed to Sonoma, that there is a potential that some of the City’s existing programs were overlooked or under-valued. These are areas that should be reviewed to assure that we have an accurate base level. By way of example, items such as inventory of solar installations, updating of energy codes and City vehicle inventory already exist or have been completed.

Additionally, staff believes that consideration could be given to the use of a community volunteer to work with City departments to assist in educating our own staff in opportunities to increase our GHG reductions through operational changes or future budgeting of equipment. Climate change is a process of both action and education externally and internally.

3. COMMUNITY SERVICES & ENVIRONMENT COMMISSION [CSEC]

The City 's Community Services and Environment Commission [CSEC] has established a sub-committee to work on this project and would be utilized throughout the process as the steps are further refined. The adoption of the measures is key followed by a prioritization. Staff also views a local public education component as vital to the Climate Action Plan success and this is where the CSEC can play a major role on behalf of the City.

NEXT STEPS

Staff has outlined options available for Council consideration to begin the process to achieve further compliance with GHG targets. Staff is seeking Council discussion and direction to begin implementation of the CAP measures as an adjunct to staff's existing work plan. To move the process forward and begin to make measurable progress on the City's GHG target goals, staff is recommending the following:

- 1) Council adopt all 22 Climate Action Measures as detailed in the Climate Action 2020 Plan
- 2) Authorize staff to review options for College Intern and/or Community Volunteer to assist with updating current inventory data and designing implementation program
- 3) Work with CSEC sub-committee on implementation and community outreach

CITY OF SONOMA

RESOLUTION #___-2016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ADOPTING CLIMATE ACTION 2020 MEASURES FOR THE CITY OF SONOMA AND MAKE FINDINGS THAT THEY ARE EXEMPT FROM ENVIRONMENTAL REVIEW PURSUANT TO SECTION 15308 of TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS

Whereas, climate change is a serious threat to worldwide and strong action is needed to avoid serious damage to human wellbeing and natural systems, and

Whereas, the implementation of Climate Action 2020 Measures developed for the City of Sonoma will result in the reduction of greenhouse gas emissions and will thus result both in substantial environmental benefits, and

Whereas, achieving the objectives of Climate Action 2020 measures for the City of Sonoma will reduce greenhouse gas emissions and will have numerous other collateral public benefits, such as reducing other unhealthful emissions, improving public health through alternative modes of transportation, and improving efficiency and reducing waste.

NOW, THEREFORE, BE IT RESOLVED THAT,

- 1. Exemption from Environmental Review.** The adoption and implementation of the climate protection measures developed for the City of Sonoma in Climate Action 2020 are categorically exempt from environmental review pursuant to section 15308 of title 14 of the California Code of Regulations, because these measures constitute actions taken by a regulatory agency, as authorized by state or local ordinance, to assure the maintenance, restoration, enhancement, or protection of the environment.
- 2. Adoption of Climate Protection Measures.** The City Council adopts the Climate Action 2020 measures for the City of Sonoma, and the emissions reduction targets contained in Climate Action 2020.

The foregoing Resolution was duly adopted this 21st day of November 2016, by the following vote:

Ayes:
Noes:
Absent:

Laurie Gallian, Mayor

ATTEST:

Rebekah Barr, MMC, City Clerk

5.1 Sonoma

This section presents the community greenhouse gas (GHG) emissions profile specific to Sonoma and the measures that the City of Sonoma will implement, with the support of the RCPA and other regional entities, as part of the regional approach to reducing GHG emissions.

5.1.1 Community Summary

The City of Sonoma is home to three of the first ten California Historical Landmarks, along with a number of other historic sites. Located in the heart of one of the world’s premier wine producing regions, Sonoma is a working town with a rich cultural heritage. The adjacent scenic hills and agricultural valley provide a setting of unparalleled natural beauty. The San Francisco de Solano mission and other historic buildings that surround the central Plaza complement the area’s viticultural prominence and visual beauty to make Sonoma a distinctive and successful tourism destination. The City serves as the economic hub for the rural Sonoma Valley, which has a population of about 39,000. Sonoma has typical Mediterranean weather with hot, dry summers and cool, wet winters. The City is located in the southeast portion of the county, west of Napa and east of Petaluma.

Demographics

Sonoma spans 2.7 square miles and has largely residential, commercial, and agricultural land uses. The City had a population of 10,678 as of the 2010 census. In 2020 the population of Sonoma is expected to be 11,165, an increase of 5% over 2010. Employment in the area is expected to increase by 21%. Sonoma’s demographic composition in 2010 was 87% White, 0.5% African American, 0.5% Native American, 3% Asian, 0.2% Pacific Islander, 7% from other races, and 2.5% from two or more races. Persons of Hispanic or Latino origin were 15%.

As shown in Table 5.8-1, the City is expected to experience relatively slow growth in population, housing, and jobs in the future.

Table 5.1-1. Sonoma Socioeconomic Data

	Actual			Projected		
	1990	2010	2015	2020	2040	2050
Population	8,121	10,648	11,009	11,165	11,692	11,964
Housing	3,866	5,060	5,123	5,196	5,441	5,568
Employment	4,937	5,746	6,350	6,954	7,978	8,178

Socioeconomic data were derived from the SCTA travel demand model and incorporate input from the City based on its internal planning forecasts.

According to the 2010 Census, City of Sonoma housing is majority owner-occupied with 59% of housing units owner-occupied and 41% rented.

Energy and Water Use

Compared to households in the county as a whole, Sonoma households use less electricity but more natural gas and water. They also use less electricity, natural gas, and water than households statewide.

Table 5.1-2. Sonoma, County, and State 2010 Average Energy and Water Use (per household, per year)

	Sonoma	County	State
Electricity (kWh)	5,997	7,042	9,320
Natural Gas (Therms)	483	413	512
Water Use (Gallons)	84,136	75,810	107,869

Sources:

City Data: provided by PG&E (energy) and by the City of Sonoma Urban Water Management Plan.

County Data: provided by PG&E (energy) and the cities or their Urban Water Management Plans (water).

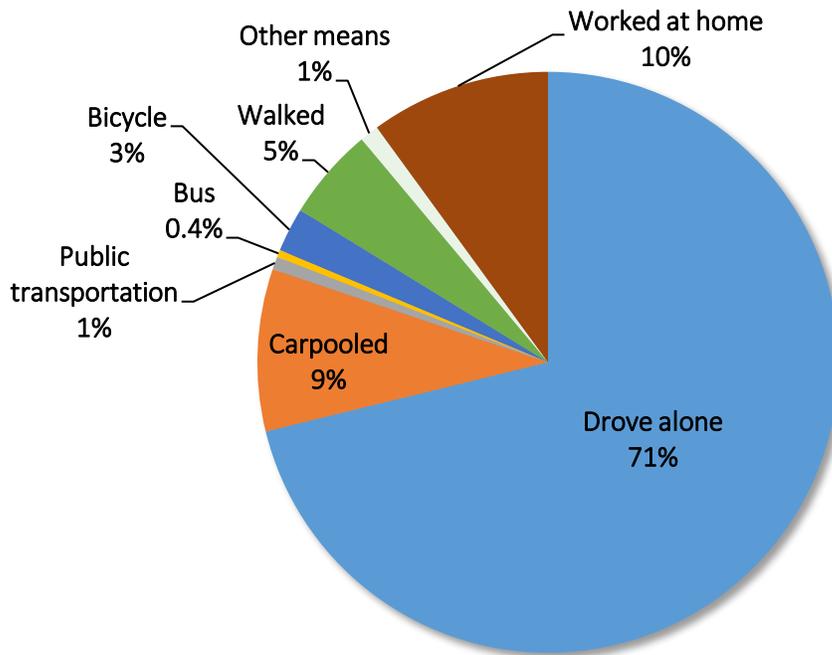
State Data: U.S. Energy Information Administration 2009, U.S. Geological Survey 2014, California Department of Finance 2015.

kWh = kilowatt hours

Transportation Commute Modes

In the inventory year 2010, most Sonoma residents (71%) drove alone to work, and about 9% carpooled. For many residents of Sonoma, alternative transportation options are not available for their commute trip. With the average trip to work for residents of Sonoma taking 25.5 minutes, and limited bus service, riding a bus is not a viable option for many City residents (U.S. Census Bureau 2014).

Figure 5.1-1. Modes to Work in Sonoma in 2010



Source: U.S. Census Bureau 2014: American Community Survey 2006–2010

5.1.2 Sonoma’s Existing Actions to Reduce GHG Emissions

Sonoma has already taken a number of steps to reduce energy use, promote renewable energy use, and other actions that have been helping to reduce GHG emissions. Sonoma has adopted the following ordinances and General Plan policies that would also help to reduce GHG emissions and will support the implementation of the formal GHG reduction measures in this CAP.

- **Building Energy**
 - Residential Retrofits: Energy Upgrade California in Sonoma County – Whole House Upgrade Program.
 - Residential Appliance Upgrades: Programs through PG&E and other agencies.
 - Solar Installations at Residences: Energy Upgrade California in Sonoma County – Whole House Upgrade Program.
 - Solar Installations at businesses.
 - Standardized Permit Submittal for Residential PV Systems: In an effort to promote a consistent methodology of processing permits by all jurisdictions within the Redwood Empire Chapter of Code Officials, this standardized permit submittal has been developed for residential roof-mounted PV electrical systems of up to 5 kilowatts (kW).

- Sonoma County Energy Independence Program (SCEIP): Enables residential and commercial property owners to access PACE financing for permanently installed energy or water improvements to their property. Under Energy Upgrade California, rebates are available for homeowners interested in doing energy retrofit improvements.
- Sustainability Program – General Plan Implementation Measure: Chapter 3 – Measure 3.2.1 General Plan Goal: ER-3: Conserve natural resources to ensure their long-term sustainability. CAL Green Building Standards Code: Municipal Code Chapter 14.10.050. City adopts Tier 1 as mandatory for all new residential and non-residential buildings.
- General Plan Policy 6.2: Implement Sonoma’s Green Building Ordinance to ensure new development is energy and water efficient, and consider establishing additional incentives to achieve energy and water conservation efficiencies higher than those required by the Ordinance. Revise and/or revisit the ordinance as necessary to reflect the introduction of a State-wide green building code.
- General Plan Policy 6.4: Promote the use of alternative energy sources such as solar energy, cogeneration, and non-fossil fuels.
- The City offers a Business Improvement Matching Funds Loan Program for improvements to commercial buildings, including lighting retrofits, insulation and weatherization, energy management systems, HVAC system upgrades, water heating systems, irrigation efficiency systems, rainwater harvesting systems, low-flow toilets, and similar types of improvements to the building or property that have been identified through a qualified energy and/or water efficiency survey.
- Land Use and Transportation
 - Bicycle and Pedestrian Master Plan.
 - Mixed Use Development – General Plan Policy: Chapter 4 – Policy 3.2 General Plan Goal CE-3: Minimize vehicle trips while ensuring safe and convenient access to activity centers and maintaining Sonoma’s small-town character.
 - General Plan Policy 3.2: Encourage a mixture of uses and higher densities where appropriate to improve the viability of transit and pedestrian and bicycle travel.
 - Increased Transit Service – General Plan Policy 3.3. Promote transit use and improve transit services.
 - General Plan Goal 6.0: Promote environmental sustainability through support of existing and new development which minimizes reliance on natural resources.
 - General Plan Policy 6.1: Preserve open space, watersheds, environmental habitats and agricultural lands, while accommodating new growth in compact forms that de-emphasizes the automobile.
 - General Plan Policy 6.5: Incorporate transportation alternatives such as walking, bicycling and, where possible, transit into the design of new development.
 - Idling Ordinance: Municipal Code 9.56.080 other limitations. A. Limitations on the Idling of Commercial Vehicles. When parked within 100 feet of a residential zoning

- district, a driver of a commercial vehicle shall not cause or allow an engine to idle for more than five consecutive minutes, except as necessary for the loading or unloading of cargo within a period not to exceed 30 minutes.
- General Plan Goal CE-2: Establish Sonoma as a place where bicycling is safe and convenient.
 - General Plan Policy 2.1: Promote bicycling as efficient alternative to driving.
 - General Plan Policy 2.2: Extend the bike path system, with a focus on establishing safe routes to popular destinations.
 - General Plan Policy 2.3: Expand availability of sheltered bicycle parking.
 - General Plan Policy 2.5: Incorporate bicycle facilities and amenities in new development.
 - General Plan Goal CE-3: Minimize vehicle trips while ensuring safe and convenient access to activity centers and maintaining Sonoma’s small-town character.
 - General Plan Policy 3.2: Encourage a mixture of uses and higher densities where appropriate to improve the viability of transit and pedestrian and bicycle travel.
 - General Plan Policy 3.3: Promote transit use and improve transit services.
 - General Plan Policy 3.4: Encourage shared and “park once” parking arrangements that reduce vehicle use.
 - General Plan Goal CD-4: Encourage quality, variety, and innovation in new development.
 - General Plan Policy 4.4: Require pedestrian and bicycle access and amenities in all development.
 - Waste Minimization and Recycling
 - Increase Waste Diversion in Municipal Facilities: Recycling is required in all City offices.
 - Compost Your Veggies Program: All vegetative food waste can be added to yard debris bins.
 - Commercial Composting Program. Collects waste from local restaurants and kitchens and converts to high organic soil from local gardens, farms, and vineyards
 - Pharmaceutical Drop-off Program: In partnership with the Sonoma County Water Agency, the City and local pharmacies have instituted a program in which residents may return unused pharmaceutical products as a means of diverting them from the sanitation system.
 - Waste Reduction Goal: General Plan Goal ER-3: Conserve natural resources to ensure their long-term sustainability.
 - General Plan Policy 3.1: Increase the conservation-effectiveness and cost-effectiveness of the solid waste source reduction program through expanded recycling and composting.

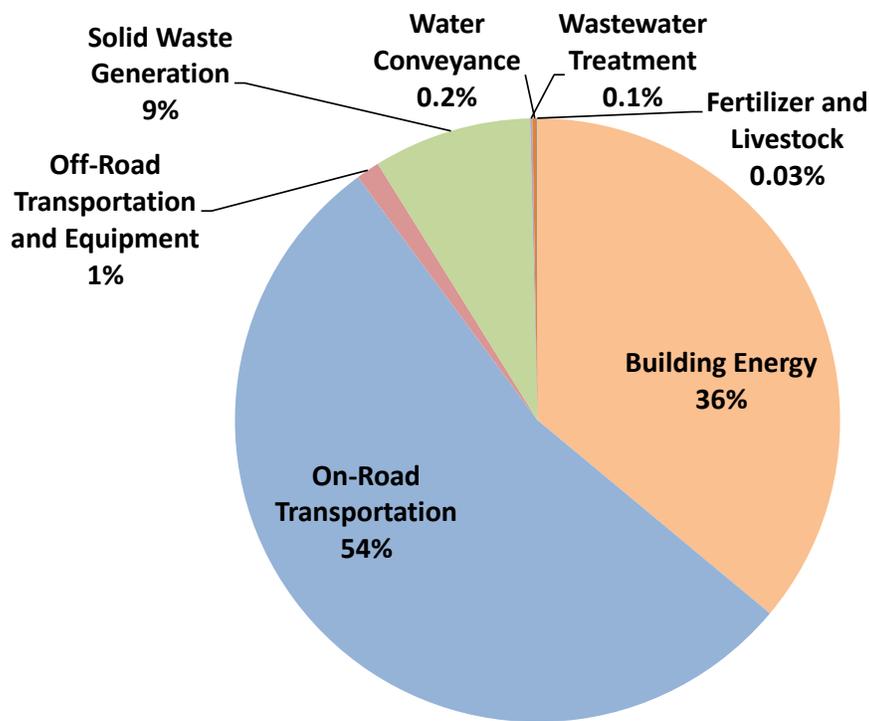
- Polystyrene Food Packaging: Municipal Code Chapter 7.30. The purpose of this chapter is to decrease the use and presence of polystyrene products in order to promote the public health, reduce solid waste disposal and litter, protect air quality and the ozone layer, protect wildlife, livestock and the environment. The City council supports a ban on all uses of polystyrene not deemed absolutely critical.
- Green Purchasing Policy: Municipal Code Chapter 3.04.060: In an effort to comply with the State of California Public Contract Code, the City recognizes the state guidelines referencing purchase of recycled products.
- General Plan Goal ER-3: Conserve natural resources to ensure their long-term sustainability.
- Water and Wastewater Efficiency
 - General Plan Policy 6.3: Promote the use of sustainable construction techniques and environmentally sensitive design for all housing, to include best practices in water conservation. Low-impact drainage, and greenhouse gas reduction.
 - General Plan Implementation Measure 3.2.2: Continue to implement the Xeriscape Ordinance and update it as necessary to achieve water conservation objections.
 - Water Conservation Strategy – General Plan Implementation Measure: Chapter 3 – Measure 2.4.1, General Plan Goal ER-2: Identify, preserve, and enhance important habitat areas and significant environmental resources. Prepare and implement a comprehensive strategy for water conservation and the protection of water quality, including quantified objectives, with the goal of producing a Water Element for the General Plan.
 - General Plan Policy 2.4: Protect Sonoma Valley watershed resources, including surface and ground water supplies and quality.
 - General Plan Policy 6.6: Ensure sufficient water resources to serve existing and future residents provided for under Sonoma’s 2020 General Plan: 1) take proactive steps to improve water conservation; 2) upgrade water supply infrastructure; 3) increase the local supply of water through new wells; 4) protect the quality and sustainability of groundwater resources; 5) investigate alternative water supply options.
 - Prior to the issuance of any building permit for new development, a water demand analysis, accompanied by a water conservation plan that targets CALGreen water standards, shall be submitted by the applicant and shall be subject to the review and approval of the City Engineer.
 - Water-Efficient Landscaping: Municipal Code Chapter 14.32: “This policy protects local water supplies through the implementation of a whole system approach to design, construction, installation and maintenance of the landscape resulting in water-conserving climate-appropriate landscapes, improved water quality and the minimization of natural resource inputs.
 - Water Shortage and Conservation Plan: Municipal Code Chapter 13.10: Regulations that enforce the conservation of water for the greatest public benefit with particular

- regard to public health, fire protection, and domestic use; to conserve water by reducing waste; and to achieve water use reductions in response to water shortages that occur from time to time. Includes voluntary measures and, when applicable by county council, mandatory measures.
- Urban Water Management Plan: Resolution adopting the City of Sonoma 2010 Urban Water Management Plan.
 - The City has issued one building permit for a greywater system and one commercial development (Sonoma Valley Oaks) installed a greywater system.
 - Sustainability Workshops: The Sonoma Community Center has offered a number of sustainability workshops related to greywater, rainwater harvesting, recycling, gardening with native plants, and water conservation.
 - The City’s Business Improvement Matching Funds Loan Program described above under “Building Energy” also supports water efficiency improvements on existing commercial buildings.
 - Agriculture, Urban Forestry, and Natural Areas
 - General Plan Goal CD-1: Contain urban land uses within a compact area that preserves surrounding open space and agricultural resources.
 - General Plan Policy 1.4: Coordinate planning efforts with the County to protect adjacent agricultural land and open space.
 - General Plan Goal ER-1: Acquire and protect important open space in and around Sonoma.
 - General Plan Policy 1.3: Support community programs that preserve and promote agriculture.
 - Urban Growth Boundary: An Urban Growth Boundary (UGB) is established at the location shown on this General Plan’s Land Use Plan map. The UGB is a line beyond which urban development will not be allowed, except for public parks, public schools, and uses consistent with the General Plan “Agriculture” land use designation as of February 25, 2000.
 - Tree Ordinance: Municipal Code Chapter 12.08: Regulations prohibiting unnecessary damage, removal, or destruction of trees.
 - Resource Conservation Strategy – General Plan Implementation Measure General Plan Goal ER-2: Conserve natural resources to ensure their long-term sustainability. General Plan Implementation Measure 3.3.1 Develop a sustainable resource conservation strategy for City facilities, services, and projects with quantifiable standards that serves as a model of green building and operation for the community.
 - Natural Resource Conservation – General Plan Policy: Chapter 3 – Policy 3.2 General Plan Goal ER-3: Conserve natural resources to ensure their long-term sustainability. General Plan Policy 3.2: Encourage construction, building maintenance, landscaping, and transportation practices that promote energy and water conservation and reduce green-house gas emissions.

- General Plan Goal 6.0: Promote environmental sustainability through support of existing and new development which minimizes reliance on natural resources.
- General Plan Policy 3.2: Encourage construction, building maintenance, landscaping, and transportation practices that promote energy and water conservation and reduce green-house gas emissions.
- General Plan Implementation Measure 3.2.1: Implement a sustainability program that includes quantified objectives, standards and incentives for green construction and assistance to local businesses and agricultural operations to institute green practices for construction and land, energy, and water conservation.

5.1.3 Greenhouse Gas Inventory and Forecast

Figure 5.1-2. Sonoma 2010 Community GHG Inventory by Source



Sonoma’s inventory is similar to other cities in the county and state. The majority of the GHG emissions are from transportation due to fossil fuel combustion in personal and light-duty vehicles. The next largest source is building energy, which includes emissions related to energy used to heat the homes and businesses in Sonoma. Residential uses account for most (53%) of the building energy emissions in Sonoma. Commercial uses account for 47% of building energy emissions. The other categories of emissions are much smaller in comparison to building energy and on-road transportation.

In Sonoma, total GHG emissions generated by community activities in 2010 were 103,370 MTCO_{2e}, which is approximately 3% of countywide GHG emissions in the same year. This is a 7% increase from estimated 1990 emissions, which were 96,890 MTCO_{2e}. Table 5.8-3

shows the 1990 backcast, the 2010 inventory and business-as-usual (BAU) forecasts for 2015, 2020, 2040 and 2050 for the City of Sonoma.

Table 5.1-3. Sonoma Community GHG Backcast, Inventory, Forecasts

Source	1990 Backcast	2010 Inventory	2015 Forecast	2020 Forecast	2040 Forecast	2050 Forecast
Building Energy	31,750	37,280	41,350	43,620	47,960	49,120
On-road Transportation	50,850	55,670	64,500	65,950	68,870	66,090
Off-road Transportation and Equipment	1,120	1,300	1,600	1,950	3,720	3,810
Solid Waste	10,110	8,750	9,490	10,180	11,410	11,690
Wastewater Treatment	90	120	120	120	130	130
Water Conveyance	2,970	250	330	340	380	390
Total	96,890	103,370	117,390	122,170	132,470	131,240
Per-Capita Emissions	11.9	9.7	10.7	10.9	11.3	11.0

5.1.4 Greenhouse Gas Reduction Goal and Measures

The City of Sonoma joins the other Sonoma County communities to support the regional GHG emissions reduction target of 25% below 1990 countywide emissions by 2020 through adoption of 20 local GHG reduction measures. The City's GHG emissions under 2020 BAU conditions (in absence of state, regional, and local reduction measures) would be approximately 122,170 MTCO₂e. The City's local GHG reduction measures, in combination with state and regional measures, would reduce the City's GHG emissions in 2020 to 85,700 MTCO₂e, which would be a reduction of approximately 30% compared to 2020 BAU conditions. The City will achieve these reductions through reduction measures that are technologically feasible and cost-effective per AB 32 through a combination of state (63%), regional (33%), and local (4%) efforts. Per-capita reductions in Sonoma in 2020 would be 3.3 MTCO₂e per person. With the reduction measures in CA2020, per-capita emissions in Sonoma will be 7.7 MTCO₂e per person, a 36% reduction in per capita emissions compared to 1990.

Table 5.1-4. Sonoma 2020 GHG BAU Emissions, Reductions, and CAP Emissions

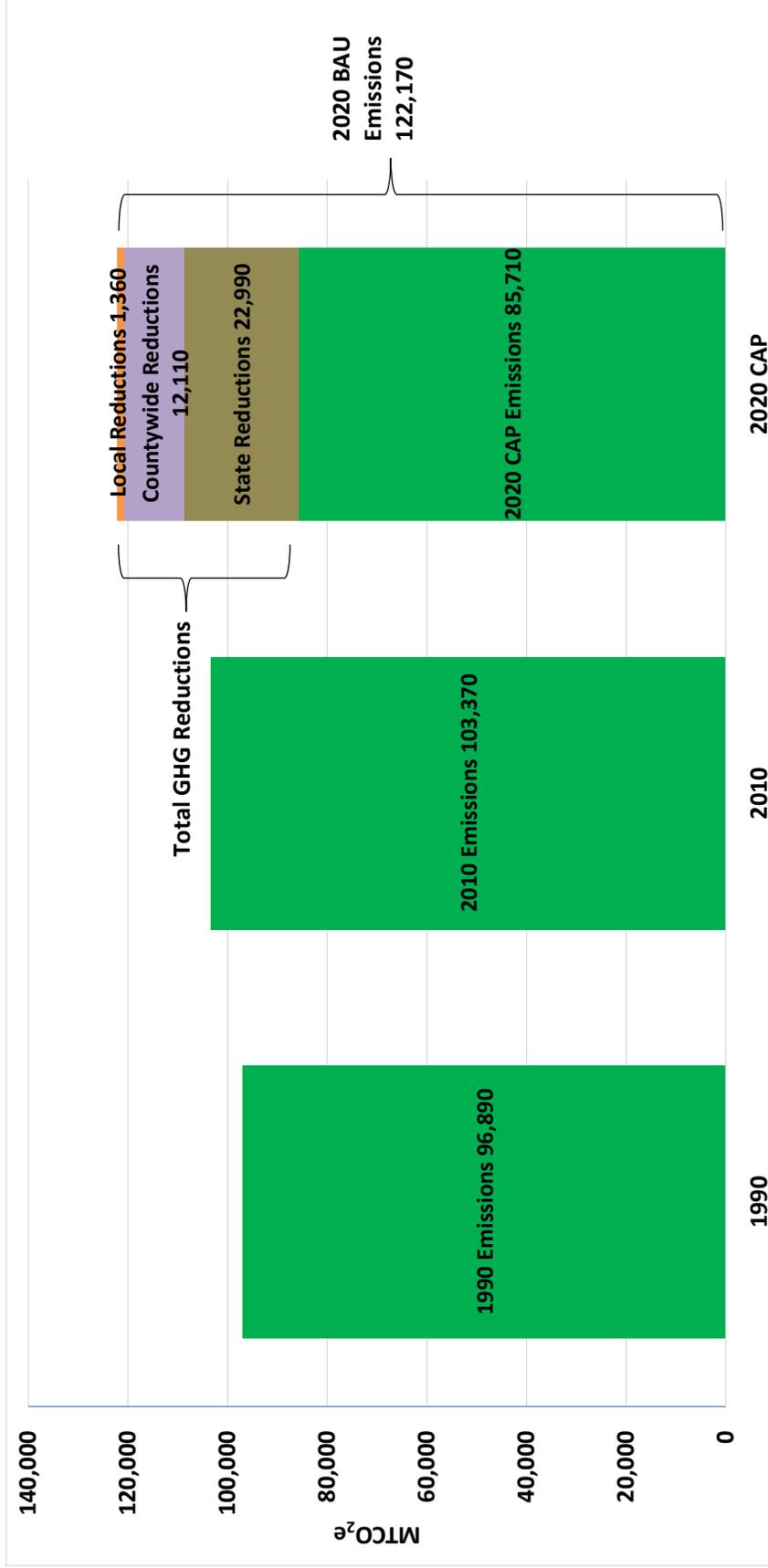
Source	2020 BAU Forecast	Reductions				2020 CAP Emissions	% Reduction From BAU
		State	County-wide	Local	Total		
Building Energy	43,620	9,670	2,950	570	13,190	30,440	30%
On-Road Transportation	65,950	13,140	1,640	50	14,820	51,120	22%
Off-Road Transportation and Equipment	1,950	170	-	20	190	1,760	10%
Solid Waste	10,180	-	7,200	-	7,200	2,980	71%
Water Conveyance	340	-	310	730	1,040	- ¹	100%
Wastewater Treatment	120	-	10	-	10	110	11%
Total Emissions	122,170	22,990	12,110	1,360	36,460	85,700	30%
		63%	33%	4%			

Values may not sum due to rounding.

¹ The CAP reduction for the water conveyance sector is greater than 2020 BAU emissions because it contains emission reductions from multiple sectors. Water conveyance measures reduce improve efficiency, which reduces electricity use within the building energy sector.

Figure 5.8-3 shows Sonoma's 1990 and 2010 GHG emissions total, 2020 BAU emissions forecast total, and the total emissions remaining after implementation of the City's reduction measures. The contribution of state, regional, and local reductions are overlaid on the 2020 BAU emissions forecast total, representing the total emissions reductions achieved in 2020. Like the other communities, Sonoma benefits greatly from the work the state and regional entities are committed to implementing on climate action. See Chapter 4 for more information on state and regional actions.

Figure 5.1-3. Sonoma 1990, 2010, and 2020 GHG Emissions; 2020 State and Local Reductions



Greenhouse Gas Reduction Measures

As shown in Table 5.8-5, the City of Sonoma will achieve its reduction goal through a combination of state, regional, and local measures. State reduction measures are implemented through state law, including some that require action by the City to comply with state mandates (e.g. Title 24 energy efficiency measures). State measure reductions total 22,990 MTCO₂e, which include the Pavley vehicle fuel efficiency standards, Title 24 building standards, the state's low carbon fuel standard, and the RPS, which will reduce GHG emissions from Sonoma's on-road and off-road transportation, and building energy use in 2020.

Regional measures will reduce emissions by 12,110 MTCO₂e and will be implemented by regional entities, including the Regional Climate Protection Authority (RCPA), Sonoma County Water Agency (SCWA), County of Sonoma Energy Independence Office (ESD), Sonoma County Transportation Authority (SCTA), and Sonoma Clean Power (SCP).

An additional reduction of 1,360 MTCO₂e will be achieved through local measures. The locally adopted measures, although not as high-achieving of GHG reductions as the state and regional measures, are important because they represent the actions that local communities can take directly. The communities have local control over their infrastructure and policies and have selected the local measures that best suit the needs of their community.

The three measures that will have the greatest impact in Sonoma are, in order of importance, Measure 11-L1 (Senate Bill SB X7-7 - Water Conservation Act of 2009), and Measure 11-L3 (Water Conservation for Existing Buildings), Measure 2-L2 (Solar in Existing Residential Buildings). These three measures, in addition to reducing GHG emissions, will save energy, improve air quality and public health in the region, and conserve water and other natural resources. As the county and state continue to experience a historic drought, water conservation will remain an especially important co-benefit.

On the state level, the RPS and the Pavley measures have the greatest potential to reduce emissions in the City. Of the regional measures, the measures with the greatest impact are the Community Choice Aggregation (CCA) measure, the waste-to-energy measure, and the waste diversion measure.

Table 5.8-5 presents the individual GHG reduction measures that Sonoma has selected for the CAP.

City of Sonoma Electric Municipal Vehicle Fleet

Along with the other communities in the county, the City of Sonoma joined the Sonoma County Local Government Electric Vehicle (EV) Partnership to collaborate as a region on the implementation of EVs and EV charging infrastructure. Purchasing electric vehicles for the City's municipal vehicle fleet, and constructing vehicle charging infrastructure will help the City reduce its municipal operations GHG emissions.

Table 5.1-5. Sonoma 2020 GHG Emissions Reductions by Measure

State, Regional, and Local Measures	2020 GHG Reductions	Participation Rate
State and Regional Measures		
Goal 1: Increase Building Energy Efficiency	2,173	
Measure 1-S1: Title 24 Standards for Commercial and Residential Buildings	741	N/A
Measure 1-S2: Lighting Efficiency and Toxics Reduction Act (AB1109)	901	N/A
Measure 1-S3: Industrial Boiler Efficiency	-	N/A
Measure 1-R1: Community Energy Efficiency Retrofits for Existing Buildings	39	N/A
Measure 1-R2: Expand the Community Energy Efficiency Retrofits Program	493	N/A
Goal 2: Increase Renewable Energy Use	10,446	
Measure 2-S1: Renewables Portfolio Standard	7,998	N/A
Measure 2-S2: Solar Water Heaters	34	N/A
Measure 2-R1: Community Choice Aggregation	2,415	N/A
Goal 5: Encourage a Shift Toward Low-Carbon Transportation Options	1,207	
Measure 5-R1: Improve and Increase Transit Service	< 1	N/A
Measure 5-R2: Supporting Transit Measures	NQ	N/A
Measure 5-R3: Sonoma-Marín Area Rail Transit	NQ	N/A
Measure 5-R4: Trip Reduction Ordinance	239	N/A
Measure 5-R5: Supporting Measures for the Transportation Demand Management Program	NQ	N/A
Measure 5-R6: Reduced Transit Passes	221	N/A
Measure 5-R7: Alternative Travel Marketing & Optimize Online Service	177	N/A
Measure 5-R8: Safe Routes to School	572	N/A
Measure 5-R9: Car-sharing Program	NQ	N/A
Measure 5-R10: Bike Sharing Program	NQ	N/A
Goal 6: Increase Vehicle and Equipment Fuel Efficiency	13,140	
Measure 6-S1: Pavley Emissions Standards for Passenger Vehicles and the Low Carbon Fuel Standard	12,097	N/A

State, Regional, and Local Measures	2020 GHG Reductions	Participation Rate	
Measure 6-S2: Advanced Clean Cars	288	N/A	
Measure 6-S3: Assembly Bill 32 Vehicle Efficiency Measures	755	N/A	
Goal 7: Encourage a Shift Toward Low-Carbon Fuels in Vehicles and Equipment	604		
Measure 7-S1: Low Carbon Fuel Standard: Off-Road	173	N/A	
Measure 7-R1: Shift Sonoma County (Electric Vehicles)	431	N/A	
Goal 9: Increase Solid Waste Diversion	3,012		
Measure 9-R1: Waste Diversion Goal	3,012	N/A	
Goal 10: Increase Capture and Use of Methane from Landfills	4,190		
Measure 10-R1: Increase Landfill Methane Capture and Use for Energy	4,190	N/A	
Goal 11: Reduce Water Consumption			
Measure 11-R1: Countywide Water Conservation Support and Incentives	NQ	N/A	
Goal 13: Increase Water and Wastewater Infrastructure Efficiency	16		
Measure 13-R1: Infrastructure and Water Supply Improvement	2	N/A	
Measure 13-R2: Wastewater Treatment Equipment Efficiency*	14	N/A	
Goal 14: Increase Use of Renewable Energy in Water and Wastewater Systems	310		
Measure 14-R1: Sonoma County Water Agency Carbon Free Water by 2015	310	N/A	
Local Measures			
Goal 1: Increase Building Energy Efficiency	173		
Measure 1-L2: Outdoor Lighting	172	80 %	of outdoor lighting to participate
Measure 1-L3: Shade Tree Planting	1	50	trees planted
Goal 2: Increase Renewable Energy Use	394		
Measure 2-L1: Solar in New Residential Development	2	8%	of new houses to participate
Measure 2-L2: Solar in Existing Residential Building	245	11%	of existing homes with solar

State, Regional, and Local Measures	2020 GHG Reductions	Participation Rate	
Measure 2-L3: Solar in New Non-Residential Developments	7	2%	of new non-residential development to participate
Measure 2-L4: Solar in Existing Non-Residential Buildings	141	2%	of existing non-residential development with solar
Goal 4: Reduce Travel Demand Through Focused Growth	18		
Measure 4-L1: Mixed-Use Development in City Centers and Along Transit Corridors	16	50%	of growth to result in mixed use
Measure 4-L2: Increase Transit Accessibility	2	15%	of growth to be 25+ units
Measure 4-L3: Supporting Land Use Measures	NQ	Yes	
Measure 4-L4: Affordable Housing Linked to Transit	1	20%	of new development to be affordable
Goal 5: Encourage a Shift Toward Low-Carbon Transportation Options	26		
Measure 5-L4: Supporting Bicycle/Pedestrian Measures	NQ	Yes	
Measure 5-L5: Traffic Calming	26	80%	of trips affected
Measure 5-L7: Supporting Parking Policy Measures	NQ	Yes	
Goal 7: Encourage a Shift Toward Low-Carbon Fuels in Vehicles and Equipment	24		
Measure 7-L1: Electric Vehicle Charging Station Program	2	3	charging stations installed
Measure 7-L2: Electrify Construction Equipment	22	5%	of equipment
Measure 7-L3: Reduce Fossil Fuel Use in Equipment through Efficiency or Fuel Switching	NQ	Yes	
Goal 8: Reduce Idling			
Measure 8-L1: Idling Ordinance	NQ	2	minutes below state law
Goal 11: Reduce Water Consumption	729		
Measure 11-L1: Senate Bill SB X7-7 - Water Conservation Act of 2009*	436	10%	Reduction in per capita water use
Measure 11-L2: Water Conservation for New Construction*	16	50%/50%	% of new residential/nonresidential development
Measure 11-L3: Water Conservation for Existing Buildings*	278	25%/10%	% of new residential/nonresidential development

State, Regional, and Local Measures	2020 GHG Reductions	Participation Rate	
Goal 12: Increase Recycled Water and Greywater Use	< 1		
Measure 12-L1: Greywater Use	< 1	2%	greywater goal
State Measure Reductions in Sonoma	22,990		
Regional Measure Reductions in Sonoma	12,110		
Local Measure Reductions in Sonoma	1,360		
Grand Total Emissions Reductions in Sonoma	36,460		

*Measures reduce emissions from multiple sources (i.e. water and energy)
 NQ = not quantified

5.1.5 Municipal Greenhouse Gas Reduction Measures

Like the other cities and the county, Sonoma has recognized the need to reduce GHG emissions from municipal operations. The City has an existing program for using alternative fuels for its municipal fleet. Although municipal GHG reduction measures are not part of this countywide plan, action by the cities and the County to reduce municipal emissions is still important. Sonoma and the other local communities will continue to pursue actions that reduce GHG emissions from municipal operations. Descriptions of potential municipal GHG reduction measures are provided in Appendix E as an informational resource.

CLIMATE ACTION PLAN 2020 – CITY OF SONOMA

The Final Draft CA 2020 includes an updated target to reduce GHGs in the City of Sonoma by 36,460 metric tons by achieving the following participation goals for local measures (from CAP Table 5.8-5):

City of Sonoma Local Measures			
Goal 1: Increase Building Energy Efficiency	173		
Measure 1-L2: Outdoor Lighting	172	80%	of outdoor lighting to participate
Measure 1-L3: Shade Tree Planting	1	50	trees planted
Goal 2: Increase Renewable Energy Use	394		
Measure 2-L1: Solar in New Residential Development	2	8%	of new houses to participate
Measure 2-L2: Solar in Existing Residential Building	245	11%	of existing homes with solar
Measure 2-L3: Solar in New Non-Residential Developments	7	2%	of new non-residential development to participate
Measure 2-L4: Solar in Existing Non-Residential Buildings	141	2%	of existing non-residential development with solar
Goal 4: Reduce Travel Demand Through Focused Growth	18		
Measure 4-L1: Mixed-Use Development in City Centers and Along Transit Corridors	16	50%	of growth to result in mixed use
Measure 4-L2: Increase Transit Accessibility	2	15%	of growth to be 25+ units
Measure 4-L3: Supporting Land Use Measures	NQ	Yes	
Measure 4-L4: Affordable Housing Linked to Transit	1	20%	of new development to be affordable
Goal 5: Encourage a Shift Toward Low-Carbon Transportation Options	26		
Measure 5-L4: Supporting Bicycle/Pedestrian Measures	NQ	Yes	
Measure 5-L5: Traffic Calming	26	80%	of trips affected
Measure 5-L7: Supporting Parking Policy Measures	NQ	Yes	
Goal 7: Encourage a Shift Toward Low-Carbon Fuels in Vehicles and Equipment	24		
Measure 7-L1: Electric Vehicle Charging Station Program	2	3	charging stations installed
Measure 7-L2: Electrify Construction Equipment	22	5%	of equipment
Measure 7-L3: Reduce Fossil Fuel Use in Equipment through Efficiency or Fuel Switching	NQ	Yes	
Goal 8: Reduce Idling			
Measure 8-L1: Idling Ordinance	NQ	2	minutes below state law

Goal 9: Increase Solid Waste Diversion			
Measure 9-L1: Create Construction and Demolition Reuse and Recycling Ordinance	<1	0%	
Goal 11: Reduce Water Consumption			
Measure 11-L1: Senate Bill SB X7-7 - Water Conservation Act of 2009*	436	10%	Reduction in per capita water use
Measure 11-L2: Water Conservation for New Construction*	16	50%/50%	% of new residential/nonresidential development
Measure 11-L3: Water Conservation for Existing Buildings*	278	25%/10%	% of new residential/nonresidential development
Goal 12: Increase Recycled Water and Greywater Use			
Measure 12-L1: Greywater Use	< 1	2%	greywater goal
State Measure Reductions in Sonoma	22,990		
Regional Measure Reductions in Sonoma	12,110		
Local Measure Reductions in Sonoma	1,360		
Grand Total Emissions Reductions in Sonoma	36,460		



City of Sonoma
City Council
Agenda Item Summary

City Council Agenda Item: 7E

Meeting Date: 11/21/16

Department

Planning and Community Services

Staff Contact

David Goodison, Planning Director

Agenda Item Title

Discussion, consideration, and possible action on changes to the regulation of vacation rentals.

Summary

The City Council has determined that it wishes to review and update the City’s regulations concerning vacation rentals. (As a related matter, the Council recently adopted an interim moratorium ordinance on new applications for vacation rentals while changes to the regulations are discussed and implemented.) The attached Supplemental Report provides an overview of existing vacation rental regulations and identifies potential options for change.

Recommended Council Action

Provide direction to staff as to any changes the City Council wishes to make in the regulation of vacation rentals.

Alternative Actions

Council discretion.

Financial Impact

N.A.

Environmental Review

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

Status

- Approved/Certified
- No Action Required
- Action Requested

Alignment with Council Goals

The discussion of vacation rental regulations is responsive to the City Council’s Housing goal: *“To analyze policy and programmatic tools suggested by the 2015 Housing Element update; implement strategies to facilitate creation of affordable rental and workforce housing; sustain or increase opportunities to continue the programs currently in place to maintain current affordable housing stock.”*

Compliance with Climate Action 2020 Target Goals

N.A.

Attachments:

1. Supplemental Report
2. List of existing vacation rentals

cc: Byron Jones

SUPPLEMENTAL REPORT

Discussion, consideration, and possible action on changes to the regulation of vacation rentals

For the City Council Meeting of November 21, 2016

Background

As part of its ongoing discussion of housing issues, the City Council has requested a review and discussion of the City's vacation rental regulations. In order to assure that any new applications for vacation rentals comply with any changes in the regulations that the City Council may choose to adopt, the Council has adopted an interim ordinance. During the period that the interim moratorium ordinance is in effect, no new application for a vacation rental may be approved.

Under the Development Code, a vacation rental is defined as the rental or letting of up to two complete residential units, containing bedrooms, kitchens, and bathrooms, for a period of less than 30 consecutive days. Unlike bed and breakfasts, an on-site manager is not required for vacation rentals. Operators are required to maintain a business license and pay transient occupancy taxes to the City. This definition does not allow for the AirBnB type of rental of a room or rooms within an occupied residence. At this time, there are 55 recognized, legal vacation rental units within city limits. Of these, 28 were designated as legal-non-conforming units in the 1999 ordinance or otherwise grandfathered-in, while another 27 have been approved since that time. The distribution of units by zoning district is as follows:

R-L = Low Density Residential	10
R-M = Medium Density Residential	22
R-HS = Hillside Residential	1
C = Commercial	14
MX = Mixed Use	8
Total:	55

The attached spreadsheet provides additional information on these units. Note: this list does not include Bed and Breakfast Inns, which are separately defined with a requirement for an on-site manager.

Past and Current Regulations

For many years, the City did not address vacation rentals in its zoning regulations, but as a matter of practice they were treated as an allowed use in residential zoning districts, subject only to the issuance of a business license. However, in 1999, the City Council became concerned that an increasing number of vacation rentals were becoming established in residential neighborhoods throughout the city and were creating conflicts with long-term residences. In response, the City Council adopted Ordinance 1999-14, which established the following:

- Vacation rentals were defined as a land use type.

- Vacation rentals were allowed subject to conditional use permit in the Commercial zone and the Mixed Use zone, but prohibited in the Gateway Commercial zone.
- Vacation rentals were prohibited in residential zones, except as an adaptive reuse of a historic structure, subject to use permit review.
- A list of existing vacation rentals was recognized as “grand-fathered”, meaning that they may continue to operate as a legal non-conforming use.

In 2003, the City Council adopted the Development Code, the comprehensive zoning regulations and guidelines that are currently used by the City. In general, the limitations on vacation rentals previously established by Ordinance 1999-14 were integrated into the Development Code. However, the Development Code also introduced specific standards for the adaptive reuse of historic structures, including eligibility criteria, allowable uses, and findings that the Planning Commission must make (in addition to those required for a Use Permit) in order to approve an adaptive reuse.

In 2009, the City Council amended the vacation rental regulations once again, this time tightening the adaptive re-use allowance. Two key changes were made. First, in order to be eligible to apply, the property had to be listed or eligible for listing on the State Register of Historic Places. (To qualify for other types of adaptive reuse it is only necessary for a property to have local historic significance.) Second, in order for a property to be approved as an adaptive re-use, the Planning Commission must find that the use of the property as a vacation rental is necessary to:

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.

This is a high bar and since 2009 only two applications for vacation rental conversion have been approved under the current adaptive re-use provisions. Most recently, in April 2016, the City Council amended the Adaptive Re-use provisions to prohibit the conversion of second units into vacation rentals.

Currently, the main opportunities for vacation rental applications are on properties having a zoning of Mixed Use or Commercial, as they are treated as a regular Use Permit and are not subject to the special findings and restrictions that apply to applications for adaptive re-use. Over the past three years, the Planning Commission has approved nine Use Permit applications involving the conversion of commercial spaces to vacation rentals. In some instances, the application involved the conversion of a commercial tenant space. Another example is a small building on Broadway, originally built as a residence, that was converted to office use many years ago. Most recently, two tenant spaces within the Sonoma Court Shops development were approved for conversion to vacation rental use. These tenant spaces were unusual in that they already had use allowances for office, apartment, and live-work.

Enforcement

With the advent of AirBnB and similar on-line booking services, the City of Sonoma (and many other communities) began experiencing a proliferation of illegal short-term rentals. As a first step

in addressing this problem, the City Council authorized the hiring of a consultant, MuniServices Financial, to review on-line services and identify potentially unauthorized vacation rentals and bed and breakfasts. This survey was effective in identifying many instances of potentially illegal vacation rentals or bed and breakfasts. However, the large number of potentially illegal vacation rentals identified through this process represented a significant increase in the code enforcement caseload, exceeding the ability of planning staff to effectively investigate, except for the most egregious examples. In order to improve the City's code enforcement capabilities overall, the City Council in February of 2016 approved a proposal by the City Manager to establish a part-time code enforcement position managed through the City Prosecutors' office. This additional staffing has already proven successful in identifying and abating illegal vacation rentals in a timely manner.

Options for Changes in Regulations

The City Council has a number of options to modify the Development Code to change the regulations concerning vacation rentals, including the following:

- Change the permit requirement from a Use Permit to a zoning permit. Under the use permit process, once approved, a Use Permit runs with the land regardless of changes in ownership. In contrast, a zoning permit can be designed to expire upon a change in ownership. Currently, there is no provision in the Development Code for a zoning permit, so it would need to be established.
- Within the Mixed Use zone and the Commercial zone, eliminate any allowance for converting a residential unit into a vacation rental.
- Within the Commercial zone and/or the Mixed Use zone, eliminate any allowance for new vacation rentals. (Vacation rentals are a type of residential use and are typically associated with or limited to the use of a single-family residence.)
- Consider changes to the adaptive re-use provisions applicable to converting a historic residence to a vacation rental, perhaps by eliminating the finding of economic necessity, but adding requirements with regard to minimum lot size and distance from adjoining residential uses.
- Require existing and future vacation rentals to post their business license number or TOT certification number in all on-line advertising as a means of simplifying enforcement.
- Require an annual fee on vacation rentals to be used in monitoring compliance.
- Eliminate vacation rentals as an allowed use altogether.

Clearly, the current number of vacation rentals represents only a small fraction of the City's housing stock. However, it is also the case that current opportunities for vacation rental conversions often involve units and tenant spaces that are or may be available for use as long-term rentals—a form of housing that is greatly needed in Sonoma—and from that perspective the Council may wish to impose further restrictions in this area. At the same time, the City Council has recently heard from several homeowners who have asked that consideration be given to establishing a new category of short-term rental, corresponding to the owner-occupied AirBnB model, that might encompass the following characteristics:

- Limited to owner-occupied, single family residences.
- Limited to a single-room.
- Property owner to remain on-site.

- Possible restrictions on the frequency of rentals.
- Zoning permit rather than use permit.

This concept was reviewed by the Planning Commission and the City Council in 2015. Ultimately, the Council decided that it did not to create such an allowance out of concern for potential impacts on neighboring residents and the potential to create a disincentive for home-owners to engage in the long-term rental of unused rooms (see the City Council minutes of April 6, 2016, attached). However, as the City Council is revisiting the regulation of vacation rentals generally, it may choose to revisit this option as part of its review.

Next Steps

Based on the feedback received from the City Council, staff will prepare a draft ordinance setting forth the specific changes to the Development Code necessary to implement the Council's direction. Depending on the scope and complexity of the changes, the draft ordinance may be brought to the City Council for a preliminary review or referred directly to the Planning Commission. (Planning Commission review is required for any amendment to the Development Code.) Either way, if the City Council does direct changes to the Development Code, the extension of the interim moratorium on vacation rentals (to be separately considered by the City Council) will be necessary as otherwise the moratorium will expire before the amendments are in place.

Recommendation

Provide direction to staff as to any changes the City Council wishes to make in the regulation of vacation rentals.

City of Sonoma - Legal Vacation Rentals (updated 9/14/16)

Operator/Property Name	APN	Site Address	Zoning	Number of Units	Approval Date	Type of Approval
Alexandra's Plaza Suite	018-222-023	440 Second Street East	R-L/H	1	Grandfathered	Grandfathered
Casa De Carroll	018-442-019	965 West Spain Street	C	1	Grandfathered	Grandfathered
Andrea's Hidden Cottage	018-171-009	138 East Spain Street	R-M/H	1	Grandfathered	Grandfathered
Bungalows 313	018-162-025	313 First Street East	R-M/H	5	Grandfathered	Grandfathered
Casa Chiquita Cottage	018-780-001	196 West Spain Street	R-M/H	2	Grandfathered	Grandfathered
Blankfort/Martin	018-352-030	117 France Street	R-L/H	1	Grandfathered	Grandfathered
Sonoma Farmhouse Town	018-201-003	446 Third Street West	R-L/H	2	Grandfathered	Grandfathered
Huff	018-121-021	289 First Street West	R-M/H	1	Grandfathered	Grandfathered
Mathis	018-121-020	287 First Street West	R-M/H	1	Grandfathered	Grandfathered
Cecilia's Adobe	018-172-003	378 Second Street East	R-M/H	1	Grandfathered	Grandfathered
Cortopassi	018-191-034	477 West Spain Street	R-L	3	Grandfathered	Grandfathered
Cuneo Cottage	018-231-022	391 East Spain Street	R-L/H	1	Grandfathered	Grandfathered
Susan's Guest Cottage	018-202-006	458 Second Street West	C/H	2	Grandfathered	Grandfathered
Cooperage Inn	018-161-017	301 First Street West	R-M/H	3	Grandfathered	Grandfathered
Caroline's Cottage	128-172-051	171 Newcomb Street	R-L	1	Grandfathered	Grandfathered
Bernard	018-201-008	270 West Napa Street, Unit 2R	C/H	1	4/13/2000	Use Permit
Cottage Sonoma	018-202-002	424 Second Street West	R-M/H	1	7/10/2003	Adaptive Reuse
Bungalow Sonoma	018-202-026	157 West Spain Street	R-M/H	1	7/10/2003	Adaptive Reuse
Tulsi Cottage	018-171-030	304 First Street East	R-M/H	1	6/9/2005	Adaptive Reuse
Casa Sebastiani	018-141-012	247 Fourth Street East	R-HS/H	1	9/14/2006	Adaptive Reuse
Inn Wine Country	018-352-052	758 Broadway	MX/H	1	1/10/2008	Use Permit
Auberge Sonoma	018-261-023	151 East Napa Street	R-M/H	2	5/20/2008	Adaptive Reuse
Mary Jean's Place	128-083-021	20073 Broadway	MX/H	1	12/11/2008	Use Permit
Sonoma Farmhouse Ranch	018-201-004	454 Third Street West	C/H	1	3/10/2011	Use Permit
Tillem-Fegan	018-412-032	854 Broadway	MX/H	1	12/11/2011	Use Permit
Jones-Morrison	128-083-009	20079 Broadway	MX/H	1	2/14/2012	Use Permit
Matt & Jan Mathews	018-201-007	284-294 West Napa Street, Units #2 and #3	C/H	2	4/11/2013	Use Permit
Sonoma Plaza 1889	018-201-039	464 Third Street West	C/H	1	4/11/2013	Use Permit
Marino	018-411-020	853 Broadway	MX/H	1	4/11/2013	Use Permit
O'Toole	018-221-020	180 East Napa Street	R-M/H	1	5/9/2013	Adaptive Reuse
Dambach-Argenziano	018-352-040	780 Broadway	MX/H	1	8/8/2013	Use Permit
Redmond	018-212-026	567 First Street East	C/H	1	10/10/2013	Use Permit
Marino	018-202-010	158 West Napa Street	C/H	1	3/13/2014	Use Permit
Marino	018-202-009	164 & 172 West Napa Street	C/H	2	3/13/2014	Use Permit
Tillem-Olsen	018-780-006	162-166 West Spain Street	R-M/H	2	11/3/2014	Adaptive Reuse
Martinez-Montague	018-251-020	515 First Street West	C/H	1	1/8/2015	Use Permit
Tillem-Fegan	018-412-032	846 Broadway	MX/H	1	4/9/2015	Use Permit
835 Broadway LLC	018-411-022	835 Broadway	MX/H	1	9/10/2015	Use Permit
Redmond	018-810-030	11 East Napa Street, Unit #1	C/H	1	6/9/2016	Use Permit
Redmond	018-810-042	533 First Street East	C/H	1	6/9/2016	Use Permit
			Total:	55		

Zoning Designations:

- R-L = Low Density Residential
- R-M = Medium Density Residential
- R-HS = Hillside Residential
- C = Commercial
- MX = Mixed Use
- /H = Historic Overlay Zone

9
22
1
15
8
50



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7F
 Meeting Date: 11/21/2016

Department Administration	Staff Contact Carol E. Giovanatto, City Manager
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Agenda Item Title

Discussion, Consideration and Possible Action to Approve an Employment Agreement Between the City of Sonoma and Cathy Capriola as City Manager

Summary

At the Council meeting of June 6th, City Manager Giovanatto announced her pending retirement. Since that time, the City Council has worked with a professional recruitment firm to assist with the the process, recruitment, interview and ultimate selection of a new City Manager. Through the recruitment process, the City received 46 applications for the Sonoma City Manager position. After vetting all candidates, the Council chose to conduct interviews with four applicants who all demonstrated outstanding skills and experience; second interviews were conducted with two finalists. Ultimately, the City Council has selected Cathy Capriola as Sonoma's new City Manager. Ms. Capriola is employed by the City of Novato as Assistant City Manager and currently resides in Sonoma with her family. An employment agreement has been drafted by a subcommittee of the Council (Members Edwards and Hundley), accepted by Ms. Capriola and is now before the City Council for confirmation. Ms. Capriola will begin employment on January 9, 2017. Ms. Giovanatto will remain as City Manager until January 9, 2017.

Recommended Council Action

By motion, confirm the recommendation of the Council sub-committee and authorize the Mayor to sign the employment agreement with Cathy Capriola.

Alternative Actions

Request additional information.

Financial Impact

The annual salary established for the City Manager through the contract negotiations is \$186,000 plus \$6,000 in vehicle allowance. Additional employee benefits as offered to Management employees.

Environmental Review

Status

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

Attachments:

Employment Agreement including exhibits attachments

Alignment with Council Goals:

While not directly aligned with any specific Council Goal, it is incumbent that the Council secure the talents of a new City Manager who will manage and carry out and complete the Council Goals for FY 2016-17 and beyond.

Compliance with Climate 2020 Action Plan Target Goals:

While not directly aligned with any specific Climate Action 2020 Goal, it is incumbent that the Council secure the talents of a new City Manager who will manage and carry out and complete the Climate Action 2020 Goals for FY 2016-17 and beyond.

cc:

Cathy Capriola

EMPLOYMENT AGREEMENT

THIS AGREEMENT is between the CITY OF SONOMA ["City"] and CATHY CAPRIOLA ["Employee"] and is dated for convenience this _____ day of _____, 2016.

RECITALS:

- A. City desires to employ CATHY CAPRIOLA as City Manager of the City of Sonoma. CATHY CAPRIOLA desires to serve as City Manager of the City of Sonoma, beginning January 9, 2017.
- B. CATHY CAPRIOLA represents that she is qualified to perform the duties and services of the position of City Manager and is agreeable to filling the position.
- C. The City Council as appointing power, and CATHY CAPRIOLA, desire to agree in writing to the terms and conditions of CATHY CAPRIOLA'S employment as City Manager.

AGREEMENT:

1. DUTIES AND SCOPE OF SERVICES.

[a] City agrees to employ CATHY CAPRIOLA as City Manager of the City of Sonoma to perform the functions and duties specified in the ordinances and resolutions of City, and to perform other legally permissible and proper duties and functions as the City Council may from time to time assign. Under the terms and conditions of this Agreement, Employee shall personally provide all the services and duties ordinarily performed by the City Manager for the City under the direction and control of the City Council and as set forth in the Sonoma Municipal Code. Employee has the authority to interview, hire and fire employees, perform her duties and direct the workforce subject to the specific limitations set forth in the Sonoma Municipal Code, the City's personnel rules and regulations, Administrative Policies and applicable laws (collectively, "Applicable Laws").

[b] Employee shall perform her duties to the best of her ability in accordance with the highest professional, competency, integrity, and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

[c] Employee shall not engage in any activity which is, or may become, a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Prior to performing any services under this Agreement and annually thereafter, the Employee must complete disclosure forms required by law. However, Employee may engage in charitable endeavors not involving employment or activities related to the business of the City so long as such outside activities do not interfere with Employee's duties under this Agreement.

[d] Employee agrees to remain in the exclusive employ of the CITY during the term of this Agreement. Employee shall dedicate her full energies and qualifications to her employment as the City Manager, and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Council.

[e] To ensure that Employee is able to effectively carry out her duties in a professional and forthright manner and implement the policies of the City Council impartially and equitably, the City Council and its members agree to the following: i) to spend time each year to work with Employee and staff on setting goals and priorities for the City government, and ii) to work collectively on issues that may arise that inhibit the maximal achievement of City goals.

[f] The City Council acknowledges that Employee is a member of the International City Management Association ["ICMA"]. The parties mutually desire that Employee be subject to and comply with the ICMA Code of Ethics, as amended from time to time [current version attached as Exhibit A]. Employee shall comply with the ICMA Code of Ethics in performing her duties hereunder.

2. TERM.

[a] The term of this Agreement shall be for two [2] years commencing on January 9, 2017 [the "Effective Date"], unless terminated by either party in accordance with the provisions set forth in Paragraph 3 or until terminated by the event of the death or permanent disability of Employee. The term may be extended or revised by mutual, written agreement of the parties.

[b] No later than twelve (12) months prior to the expiration of this Agreement, the parties agree that they shall meet to discuss the renewal of the Agreement, and the City Council within thirty (30) days of said meeting shall notify Employee in writing ("Notice re Extension") of its decision to extend or not extend the term of the Agreement. If the City Council states that it

desires to extend or renew the term of this Agreement, it shall do so conditionally, stating that any such extension or renewal shall be subject to the parties reaching agreement on the terms and conditions of any such extension or renewal, and inviting Employee to discuss any such terms and conditions with the Mayor as soon as is practicable, with the objective of reaching an agreement, if one can be reached, within sixty (60) days after the Council delivers its Notice re Extension to Employee stating the Council's desire to extend the term. If no such agreement can be timely reached, then this Agreement shall expire at the end of its term.

i. The City Council's determination to not extend this Agreement shall not entitle Employee to severance pursuant to this Agreement.

ii. Should the City Council terminate this Agreement pursuant to Paragraph 3(d) after the Employee is given the Notice re Extension extending the Agreement, Employee shall be entitled to severance pursuant to Paragraph 4.

iii. Should the City Council fail to notify the Employee of its intent to not extend or extend the Agreement pursuant to the provisions of this paragraph, this Agreement shall be automatically extended for one (1) additional year beyond the termination date.

3. RESIGNATION AND TERMINATION.

[a] Resignation. Employee may resign at any time and agrees to give City Council at least ninety [90] days informal notice and sixty [60] days formal advance written notice.

[b] Retirement. If Employee retires from full time public service with City, Employee shall provide six months advance notice. The Employee's actual retirement date will be mutually established.

[c] The parties recognize and affirm that: 1) Employee is an "at will" Employee whose employment may be terminated by the City without cause, and 2) there is no express or implied promise to Employee for any form of continued employment. This Agreement is the sole and exclusive basis for an employment relationship between Employee and City.

[d] Termination Without Cause. The City Council may at any time terminate Employee upon ninety [90] days advance written notice without cause. The City Council may place Employee on paid administrative leave for said ninety-day [90] day period, at the conclusion of which Employee's employment under this Agreement shall terminate.

[e] Termination With Cause. If City terminates this Agreement (thereby terminating Manager's employment) with Cause, as determined by the affirmative votes of a majority of the members of the City Council at a Regular Meeting of the City Council, Manager shall not be entitled to any additional compensation or payment, including Severance as described in Section 4 below, but shall be entitled only to accrued Base Salary and vacation pay, and any other accrued and unused benefit allowances according to their terms ("Accrued Salary and Benefits"). As used in this Agreement, Cause shall only mean any of the following:

1. Conviction of, or plea of guilty or nolo contendere to, any crime or offense (other than minor traffic violations or similar offenses) which is likely to have a material adverse impact on the City or on the Employee's reputation;
2. Proven failure of the Employee to observe or perform any of her duties and obligations, if that failure continues for a period of thirty (30) business days from the date of her receipt of verbal or written notice from the City Council specifying the acts or omissions deemed to amount to that failure;
3. Conviction of any crime involving an "abuse of office or position," as that term is defined in Government Code Section 53243.4;
4. Repeated failure to carry out a directive or directives of the City Council made by the City Council as a body at a Brown Act-compliant meeting; and
5. Any grossly negligent action or inaction by Employee that materially and adversely:
(a) impedes or disrupts the operations of City or its organizational units; (b) is detrimental to employees or public safety; or (c) violates Applicable Laws.
6. Employee's death;
7. Employee's mental incapacity or inability to perform her duties hereunder due to physical or mental disability, for a period of sixty (60) days, as determined by a mutually agreed upon medical doctor;
8. Political activity involving the support of or opposition to candidates for the City Council;
9. Violation of State or federal discrimination laws concerning race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sexual

orientation, sex or age concerning either members of the general public or City employees(s);

10. Willful or unlawful retaliation against any other City official or employee or member of the general public who in good faith reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or directly related thereto; or

11. Violation of the City's harassment policy or any other personnel or employment policy, rule or procedures.

[f] Election Window. In no event may the Employee be terminated within ninety (90) days after any municipal election for the election or recall of one or more of the members of the City Council. The vote to terminate the Employee shall not be taken within said ninety (90) day period. During the first 90 days of this Agreement, the City Council may not take a vote to terminate this Agreement and Employee's employment.

4. SEVERANCE PAY.

If the City Council terminates Employee by giving Employee the 90-day notice of termination specified in Paragraph 3(d), and if Employee signs, delivers to the City Council, and does not revoke, the General Release Agreement ("Release Agreement") in the form attached hereto as Exhibit B, then the City agrees to pay Employee a cash payment equal to three (3) months' aggregate salary, based on Employee's base salary in effect on the date of termination. This cash payment may be paid (after required deductions and withholdings), at the option of the Employee, in 1) lump sum upon the date of termination; 2) lump sum on January 1 of the calendar year following termination, or 3) three (3) equal monthly installments. Such payment by the City will release the City from any further obligations or liabilities under this Agreement. Notwithstanding the foregoing to the contrary, the Employee shall not be entitled to be paid severance pay in the event (a) this Agreement expires and is not renewed, or (b) Employee's employment is terminated due to her death or permanent disability.

5. SALARY.

[a] City agrees to pay Employee One Hundred Eighty Six Thousand Dollars [\$186,000] in salary per annum for her services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding.

[b] The salary compensation provided in this paragraph shall not be decreased unless the same percentage decrease is applied to all management employees. Employee agrees to the total 1% salary deduction as payment towards the Employer share of the California Public Employee Retirement System on the same terms and conditions as outlined in the Management Employees' Resolution 59-2014.

[c] Thereafter and subject to a satisfactory evaluation of performance on the anniversary date hereof, City may increase Employee's compensation by written amendment to this Agreement.

[d] The City Council agrees to annually consider increases in Employee's base salary and/or other benefits of Employee in such amounts and to such extent as the City Council in its sole discretion after consultation with Employee may determine is justified based upon an annual performance review of Employee.

6. AUTOMOBILE.

Employee's duties require that she shall have the use of an automobile at all times during her employment with the City. City shall reimburse Employee Five Hundred Dollars [\$500.00] per month for the expenses of owning, maintaining, and insuring a personal automobile. The amount of reimbursement shall be evaluated each fiscal year and, if appropriate, adjusted to reflect increased costs. The auto allowance shall appear on Employee's payroll stub as ordinary income and as part of her salary, but it shall not be considered part of Employee's base salary for purposes of this Agreement. Employee shall be responsible for all operation expenses, maintenance expenses, replacement costs, and insurance for the automobile. Employee shall at all times maintain insurance for the automobile in an amount and with coverages acceptable to the City, name the City as an additional insured thereon, provide the City evidence of such insurance and shall inform her insurer that the automobile is used for personal and business purposes.

7. BUSINESS AND PROFESSIONAL DEVELOPMENT EXPENSES.

[a] City shall pay for or provide Employee reimbursement of all actual business expenses incurred in the performance of her duties under this Agreement. Without prior written approval from the City Council, Employee shall not incur business expenses in excess of the amount annually budgeted and approved by the City Council for this item. Employee shall provide written documentation verifying the incurring of each expense as required under the adopted administrative policies of the City. The expense documentation shall be maintained by the City in accordance with its records retention policies. Notwithstanding the foregoing, mileage shall not be reimbursed to Employee.

[b] The City recognizes that certain general expenses, dues, memberships, subscriptions, travel and subsistence expenses are reasonably incurred by the Employee in the performance of job-related activities, functions, meetings, professional development and professional conferences such as the annual International City Managers' Association, California City Management Foundation, League of California Cities, League's City Manager's Department, and the League's Division meetings. The City agrees to budget and pay for or reimburse the Employee for these expenses; provided, however, that the amount paid shall be limited by the amount the City Council budgets for such expenditures.

[c] The City agrees to reimburse Employee for expenses related to educational courses, short courses, executive coaching, seminars and institutes that will benefit the City and improve the Employee's professional abilities; provided, however, that the amount paid shall be limited by the amount the City Council budgets for such expenditures.

8. SUPPLEMENTAL BENEFITS.

The City shall also provide the Employee the same benefits in same as provided to management employees pursuant to City Council Resolution 59-2014 (excluding COLA and longevity increases), and as they may be amended from time to time, except that the City shall provide to Employee and her dependents One Hundred Percent [100%] of the cost of medical, vision and dental benefits. All actions taken by the City relating to benefits for such management employees shall be considered actions granting the same benefits to Employee. Employee may opt to decline medical, vision or dental benefits for spouse and in exchange, employee shall receive payment in-lieu of benefits equal to 50% of premium of the benefit(s) which Employee declines. As used herein, benefits include but are not limited

to holidays, administrative leave, sick leave, retirement benefits and payments, health insurance, vision insurance, dental insurance, and life insurance.

[a] Retirement. City shall provide Employee with enrollment in the California Public Employees' Retirement System ("PERS") as a classic employee in 2% @ 55 formula. Employer shall pay the Employer share of the PERS contribution with the exception that the Employee will pay 1% towards the Employer share. Employee shall pay the Employee's (Member's) portion of the PERS contribution.

[b] Deferred Compensation. City shall provide Employee with a deferred compensation plan into which she may deposit funds from her salary. City contribution of \$25.00 per pay period shall be deposited into the deferred compensation plan of the Employee's choice.

9. LEAVE BENEFITS.

[a] Vacation Leave. Employee shall be entitled to twenty [20] vacation days. Upon the commencement date of this agreement, the Employee shall be credited with 80 hours of vacation leave. Employee may cash out up to 40 hours per year. The amount paid Manager shall be based on Employee's annual Base Salary at the time the vacation leave is paid. Upon termination or resignation from employment or the non-renewal of this Agreement, Manager shall be paid for all accrued and unused vacation time.

[b] Sick Leave. Employee shall be entitled to twelve [12] days of sick leave each year with six [6] of these days being considered "alternative sick leave" which may be used for any purpose. In addition, three [3] days of "alternative" sick leave may be cashed out each year. Upon the commencement date of this agreement, the Employee shall be credited with 12 days of sick leave which cannot be cashed out.

[c] Administrative Leave. Employee shall be entitled to twelve [12] days/96 hours of administrative leave annually on July 1 of each year. Upon the commencement date of this agreement, the Employee shall be credited with 48 hours (50%) of the Administrative Leave as a pro-rata share. This leave shall not accrue nor have cash value.

[d] Holidays: 12.5 days per year + two [2] Floating Holidays

[e] Bereavement Leave: Three (3) days of paid bereavement leave in the event of the death of a parent, parent-in-law, child / step-children, spouse / registered domestic partner or sibling.

[f] Jury Leave: Paid Jury leave of two work weeks.

10. INDEMNIFICATION.

[a] The City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. Said indemnification shall extend beyond termination or separation of employment, and the otherwise expiration of this Agreement, to provide full and complete protection to Employee, by the City, as described herein, for any acts undertaken or committed in Employee's performance of her duties as City Manager, regardless of whether the notice or filing of a lawsuit for such tort, claim, demand or other legal action occurs during or following Employee's employment with City.

[b] In the event that the Employee shall serve as the chief executive of other City related legal entities, then each provision of this Section shall be equally applicable to each City related legal entity as though set forth in an indemnity Agreement between the Employee and that legal entity. The City hereby guarantees the performance of this indemnity obligation by the City related legal entity, and shall indemnify and hold the Employee harmless against any failure or refusal by City related legal entity to perform its obligations under this Section.

[c] Notwithstanding the foregoing, the City may, but shall not be required to, indemnify and/or defend the Employee under the circumstances described and conditions set forth in Cal. Gov't Code §§ 995.2, 995.4, 995.6, 995.8 and 995.9. Additionally, notwithstanding the foregoing, this Agreement shall not be deemed or construed to constitute a waiver of the rights the City possess under Cal. Gov't Code §§825 and 818.

11. PERFORMANCE EVALUATION.

The Council shall annually review and evaluate the performance of the Employee. Employee's first performance evaluation shall occur no later than ninety (90) days after the Effective Date. The purpose of the Employee's first evaluation will be to focus on defining such goals and performance objectives which the City Council and Employee determine necessary for the proper operation of the

City or the attainment of the City Council's policy objectives, and the City Council and Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. These objectives shall be obtainable generally within the time limits as specified and within the annual operating budgets and appropriations provided. The City Council will also outline any other goals and objectives that it has for the Employee. The achievement of these goals and performance objectives shall be considered part of Employee's performance duties.

The City Council may conduct a performance review and discussion six [6] months after the Effective Date, but no adjustment in compensation shall be made at that time. In November or December, the City Council shall conduct an annual performance evaluation at which time adjustments to compensation may be considered. Thereafter, the City Council shall evaluate Employee's performance at least annually, at which time adjustments to compensation may be considered. The review of the performance of Employee shall be subject to a process, form, criteria, and format for the evaluation, shall be mutually agreed upon by the City Council and Employee. In addition, every year the City Council and Employee will set goals and objectives for the ensuing year.

12. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The City Council, by resolution, shall fix any other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with provisions of this Agreement or law.

13. NOTICES.

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as follows:

TO CITY: City Council
 Attn: Mayor
 City of Sonoma
 No. 1 the City
 Sonoma, CA 95476

TO EMPLOYEE: CATHY CAPRIOLA
 City Manager
 City of Sonoma
 No. 1 the City
 Sonoma, CA 95476

14. GOVERNMENT CODE SECTION 53243.2

If Employee is convicted of a crime involving an abuse of her office or position, all of the following shall apply: (a) if Employee was provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse City such amounts paid; (b) if City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and (c) if this Agreement is terminated, any Severance pay related to the termination that Employee may receive from City shall be fully reimbursed to City or shall be void if not yet paid to Employee. For purposes of this Paragraph, abuse of office or position means either: (x) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (y) a crime against public justice.

15. RECITALS INCORPORATED

The recitals set forth above are incorporated into this Agreement by this reference.

16. WAIVER. The waiver of any breach of any provision hereunder by either party to this Agreement shall not be deemed to be a waiver of any other provision or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party marking the waiver.

17. CONSTRUCTION OF TERMS. The language of all parts of this Agreement shall be construed according to their plain meaning and shall not be construed for or against either party. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment or exhibits hereto.

18. SEVERABILITY. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be unenforceable, void or invalid, in whole or in part, for any reason, the remainder of this Agreement shall remain in full force and effect. In the event of such entire or partial invalidity, the parties hereto agree to enter into supplemental or other Agreements to effectuate the intent of the parties and the purpose of this Agreement.

19. CONTROLLING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of California, with venue proper only in the County of Sonoma, State of California.

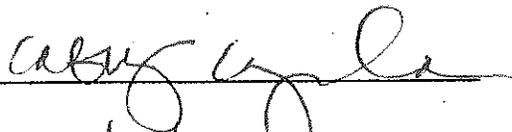
20. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties pertaining to the employment of Employee by the CITY and supersedes all prior and contemporaneous Agreements, representations, promises and understanding of the parties, whether oral or in writing. No supplement, modification or amendment of this Agreement shall be binding, unless executed in writing by all parties and this Agreement may not be altered, amended or modified by any other means. Each party waives her/its future right to claim, contend, or assert that this Agreement was modified, canceled, superseded or changed by any oral Agreement, course of conduct, waiver, or estoppel.

This Agreement is executed on the date above stated.

CITY OF SONOMA

CATHY CAPRIOLA

Mayor
Date: _____



Date: 11/14/2016

ATTEST:

Rebekah Barr, City Clerk/Executive Assistant to the City Manager

APPROVED AS TO FORM:

Jeffrey Walter, City Attorney

GENERAL RELEASE AGREEMENT

This General Release Agreement ("Release Agreement") is entered into by and between _____ ("Manager") and CITY OF _____ ("City"), in light of the following facts:

- A. Manager's employment with City concluded on _____.
- B. Certain disputes have arisen between City and Manager.
- C. City and Manager each deny any liability whatsoever to the other.
- D. City and Manager wish to fully and finally resolve any and all disputes they may have with each other.
- E. Manager is hereby informed that he/she has twenty-one (21) days from receipt of this Agreement to consider it. City hereby advises Manager to consult with his/her legal counsel before signing this Agreement.
- F. Manager acknowledges that for a period of seven (7) days following the signing of this Agreement ("Revocation Period"), he/she may revoke the Agreement. This Agreement shall not become effective or enforceable until the day the Revocation Period has expired.

G. Manager acknowledges that the Salary Payment referenced in paragraph 1 of this Agreement represents all compensation, including salary, accrued benefit balances and reimbursed expenses, due and payable to him/her through the date of employment termination. Manager also acknowledges that City has made this Salary Payment without regard to whether he/she signs this Agreement. The Salary Payment does not constitute consideration for this Agreement.

- 1. Receipt of Salary Payment. Manager hereby acknowledges receipt of a check or checks for all compensation owing to him/her, including salary, accrued benefit balances and reimbursed expenses ("Salary Payment") from City.
- 2. Severance. Following Manager's signing, delivering to the City, and not revoking this Agreement, City shall pay Manager the gross amount as provided for in Paragraph 4 of the attached Employment Agreement, less applicable deductions. Manager acknowledges that the Severance is in excess of all amounts due and owing her as a result of her employment by City.
- 3. General Release. In consideration of the Severance to be paid and provided to Manager, and other good and valuable consideration, Manager hereby releases and discharges City and its past and present City Council Members, employees, representatives and agents, from all rights, claims, causes of action, and damages, both known and unknown, in law or in equity, concerning and/or arising out of his/her employment by City which he/she now has, or ever had, including but not limited to any rights, claims, causes of action or damages arising under Title VII of the Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Employee Retirement Income Security Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Family and Medical Leave Act of 1993, the Domestic Partners Act of 2003, the California Labor Code,

the Private Attorneys General Act of 2004, the California Moore-Brown-Roberti Family Rights Act, the California Unruh Civil Rights Act, the California Fair Employment and Housing Act, any other federal, state, or local employment practice legislation, or any federal or state common law, including wrongful discharge, breach of express or implied contract, or breach of public policy.

Manager hereby waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California. Manager understands and acknowledges the significance and consequences of this specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of City and its past and present City Council Members, employees, representatives and agents, Manager expressly acknowledges that this General Release is intended to include in its effect, without limitation, all claims which he/she does not know or suspect to exist in his/her favor.

Manager further acknowledges that he/she has read this General Release and that he/she understands that this is a general release, and that he/she intends to be legally bound by the same.

4. Fees and Costs. Manager and City agree that in the event of litigation relating to this Release Agreement, the prevailing party shall be entitled to recover his/her/its reasonable attorneys' fees and costs.

Dated _____, 20__ CITY OF _____
By: _____

Dated: _____, 20__ _____
MANAGER

APPROVED AS TO FORM:

By: _____ Date: _____
City Attorney

ATTEST:
By: _____ Date: _____
City Clerk

CITY OF SONOMA

RESOLUTION NO. 59 - 2014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA ADOPTING TERMS AND CONDITIONS OF EMPLOYMENT FOR NON-REPRESENTED CONFIDENTIAL PERSONNEL AND FOR EXECUTIVE, MANAGEMENT AND ADMINISTRATIVE PERSONNEL

WHEREAS, the City Council of the City of Sonoma wishes to establish terms and conditions of employment for Executive, Management, Administrative and Non-Represented Confidential personnel; and

WHEREAS, the Non-Represented Confidential personnel shall consist of the Accountant job classification; and

WHEREAS, the Executive, Management, Administrative and Confidential personnel shall consist of the following job classifications:

Executive

Assistant City Manager/City Clerk

Management/Administrative

Development Services Director/Building Official
Planning and Community Services Director
Public Works Director
Public Works Operations Manager
Administrative Services Manager
Senior Planner
Accountant

NOW, THEREFORE, BE IT RESOLVED as follows:

Section 1. Non-Represented Confidential Personnel

The terms and conditions of employment for Non-Represented Confidential personnel [Accountant and Public Works Operations Manager] shall be the same as the terms and conditions of employment established for positions represented by the Sonoma Employees Association/SEIU Local 1021 and the current Salary Resolution of the City of Sonoma shall accurately reflect the salaries of all Non-Represented Confidential employees.

Section 2. Executive, Management and Administrative Personnel

The terms and conditions of employment for Executive, Management and Administrative personnel shall be as follows:

A. SALARY

1. Effective with the pay period beginning on December 26, 2014, all employees will receive a salary increase of 3.5%. Effective the first full pay period following January 1, 2016, all employees will receive an increase of 3.5%. Effective the first full pay period following

January 1, 2017, all employees will receive an increase of 3.5%. The City shall adopt salary ranges-by separate resolution.

B. OVERTIME

This section shall apply only to employees holding the position of Accountant and Public Works Operations Manager and not to any other Management positions. These positions shall be paid overtime at the rate of time and one-half their regular rate of pay. All overtime shall be recorded and paid on the basis of fifteen (15) minute increments, such that for each full 15-minute period worked, the employee shall be compensated for one-quarter hour of overtime.

C. LONGEVITY

The City shall pay 2.5% to all employees covered by this Resolution who have been employed on a full-time regular basis for a period of 5 consecutive years as regular employees and an additional 2.5% for all employees who have been employed as full time regular employees for a period of 10 consecutive years.

D. RETIREMENT

Employees who were hired on or before December 31, 2012 will be maintained in the 2% at age 55 Public Employees' Retirement System benefit formula with the highest single year provision for all represented employees. Members shall also be provided the sick leave conversion benefit and the 1959 survivor's benefit as defined in the PERS handbook.

Effective the first full pay period following January 1, 2014, all employees will pay 7% of salary to fund the employee share of the pension.

In the Pension Reform Act of 2013, Assembly Bill No. 340 and Government Code 7522.02, A new defined benefit formula of 2% at age 62 has been created for employees who first become members of CalPERS on or after January 1, 2013.

- The final compensation for this benefit formula will be based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period.
- These members will contribute 50 percent of the total annual normal cost of their pension benefit to the pension plan as determined by the City's actuary.
- All other relevant provisions of the Pension Reform Act of 2013 and AB 340 will be followed."

Effective the first full pay period following January 1, 2016, all employees will begin paying .5% of salary to fund the employer share (City) of the pension. Effective the first full pay period following January 1, 2017, all employees will pay an additional .5% of salary to fund the employer share (City) of the pension raising the employee total pension contribution from 7% to 8%.

E. SICK LEAVE

Sick leave shall be available and administered according to the rules, regulations and policies established for SEIU member City employees.

F. VACATION

Vacation leave shall be available and administered according to the rules, regulations and policies established for SEIU member City employees.

Employees may request and receive payment at the base hourly rate for up to forty (40) hours of accrued vacation on an annual basis; provided that the employee has a minimum remaining vacation balance of eighty (80) hours following payment. An employee wishing to sell back vacation will enter on his/her time card the appropriate number of hours the employee wants to sell back. The sellback of vacation hours will be paid on a separate check apart from regular pay. Pay out on the sell back hours will be paid with the following paycheck. The vacation sell back option is only available once a fiscal year for each employee.

G. ADMINISTRATIVE LEAVE

The following classifications shall be entitled to 80 hours of Administrative Leave: Assistant City Manager/City Clerk, Development Services Director/Building Official, Planning and Community Services Director, Senior Planner and Public Works Director. The following classification shall be entitled to 64 hours of Administrative Leave: Administrative Services Manager. Accountant or Public Works Operations Manager positions shall not receive Administrative Leave due to the provision for Overtime pay. Administrative Leave days will be available on the first day of July of each year. Administrative Leave shall not accrue and will not be compensable under any circumstances.

H. SCHEDULING PAID LEAVE

Scheduling leave shall be done in accordance with established City Personnel Policies.

I. HOLIDAYS

Employees covered by this Resolution shall be paid for 12.5 holidays and every day proclaimed by the Mayor as a holiday.

J. JURY LEAVE

Jury Duty Leave shall be amended to place a cap on paid jury duty leave of two work weeks. Greater jury duty benefits may be awarded by the City Manager on a case-by-case basis.

K. BEREAVEMENT LEAVE

Bereavement Leave shall be added to provide three days of paid bereavement leave in the event of the death of a parent, parent-in-law, child / step-children, spouse / registered domestic partner or sibling. Greater bereavement benefits may be awarded by the City Manager on a case-by-case basis.

L. INSURANCE

Employees shall be entitled to all insurance coverage afforded to general employees and in addition shall be provided with life insurance in the amount of \$100,000. If employees elect medical, dental or vision coverage other than the group plans offered by City, City shall pay the premium on those plans, up to the amount currently paid by the City for Blue Cross medical and REMIF dental and vision.

The City agrees to pay a maximum dollar amount towards the health premium for employee and dependents as follows:

Employee = \$559.00
Employee+1 = \$1,077.00
Employee+Family = \$1,541.00

M. DEFERRED COMPENSATION

The City shall contribute \$25 per pay period for each employee. It is understood that the \$25 contribution is being made on behalf of the employee and does not require an additional \$25 contribution by the employee.

N. LAY-OFF POLICY

In the case of lay-off, the City agrees to provide three month's severance pay. The City also agrees to provide any employee subject to lay-off 90 days of Health Insurance Coverage. This coverage is for Health insurance and not intended to include any insurance provisions in addition to Health coverage.

O. RULES AND REGULATIONS

City of Sonoma Personnel Resolution No. 73-81 (and any subsequent revisions) is incorporated herein and, by reference, is binding except where in conflict with State or Federal law.

P. PROBATION

Personnel covered by this resolution will be subject, upon hire, to a probationary period equivalent to that of their respective departments.

Q. TERM

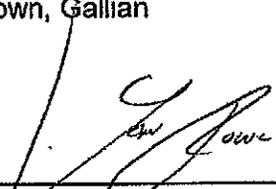
The term of this Resolution shall be January 1, 2015 through June 30, 2017.

R. CITY CLASSIFICATION PLAN AND COMPENSATION STUDY

During the term of the agreement, the City intends to begin the process to review and update the job descriptions for all positions in City service including performing a total compensation study 12 months prior to contract term.

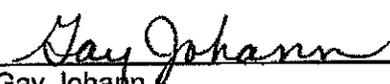
PASSED AND ADOPTED as a resolution of the City Council of the City of Sonoma at their regular meeting held on the 1st day of December 2014 by the following vote:

Ayes: Barbose, Cook, Rouse, Brown, Gallian
Noes: None
Absent: None



Tom Rouse, Mayor

ATTEST:



Gay Johann
Assistant City Manager / City Clerk



ICMA Code of Ethics with Guidelines

The ICMA Code of Ethics was adopted by the ICMA membership in 1924, and most recently amended by the membership in April 2015. The Guidelines for the Code were adopted by the ICMA Executive Board in 1972, and most recently revised in June 2015.

The mission of ICMA is to create excellence in local governance by developing and fostering professional local government management worldwide. To further this mission, certain principles, as enforced by the Rules of Procedure, shall govern the conduct of every member of ICMA, who shall:

Tenet 1. Be dedicated to the concepts of effective and democratic local government by responsible elected officials and believe that professional general management is essential to the achievement of this objective.

Tenet 2. Affirm the dignity and worth of the services rendered by government and maintain a constructive, creative, and practical attitude toward local government affairs and a deep sense of social responsibility as a trusted public servant.

GUIDELINE

Advice to Officials of Other Local Governments. When members advise and respond to inquiries from elected or appointed officials of other local governments, they should inform the administrators of those communities.

Tenet 3. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the elected officials, of other officials and employees, and of the public.

GUIDELINES

Public Confidence. Members should conduct themselves so as to maintain public confidence in their profession, their local government, and in their performance of the public trust.

Impression of Influence. Members should conduct their official and personal affairs in such a manner as to give the clear impression that they cannot be improperly influenced in the performance of their official duties.

Appointment Commitment. Members who accept an appointment to a position should not fail to report for that position. This does not preclude the possibility of a member considering several offers or seeking several positions at the same time, but once a bona fide offer of a position has been accepted, that commitment should be honored. Oral acceptance of an employment offer is considered binding unless the employer makes fundamental changes in terms of employment.

Credentials. An application for employment or for ICMA's Voluntary Credentialing Program should be complete and accurate as to all pertinent details of education, experience, and personal history. Members should recognize that both omissions and inaccuracies must be avoided.

Professional Respect. Members seeking a management position should show professional respect for persons formerly holding the position or for others who might be applying for the same position. Professional respect does not preclude honest differences of opinion; it does preclude attacking a person's motives or integrity in order to be appointed to a position.

Reporting Ethics Violations. When becoming aware of a possible violation of the ICMA Code of Ethics, members are encouraged to report the matter to ICMA. In reporting the matter, members may choose to go on record as the complainant or report the matter on a confidential basis.

Confidentiality. Members should not discuss or divulge information with anyone about pending or completed ethics cases, except as specifically authorized by the Rules of Procedure for Enforcement of the Code of Ethics.

Seeking Employment. Members should not seek employment for a position having an incumbent administrator who has not resigned or been officially informed that his or her services are to be terminated.

Tenet 4. Recognize that the chief function of local government at all times is to serve the best interests of all of the people.

GUIDELINE

Length of Service. A minimum of two years generally is considered necessary in order to render a professional service to the local government. A short tenure should be the exception rather than a recurring experience. However, under special circumstances, it may be in the best interests of the local government and the member to separate in a shorter time. Examples of such circumstances would include refusal of the appointing authority to honor commitments concerning conditions of employment, a vote of no confidence in the member, or severe personal problems. It is the responsibility of an applicant for a position to ascertain conditions of employment. Inadequately determining terms of employment prior to arrival does not justify premature termination.

Tenet 5. Submit policy proposals to elected officials; provide them with facts and advice on matters of policy as a basis for making decisions and setting community goals; and uphold and implement local government policies adopted by elected officials.

GUIDELINE

Conflicting Roles. Members who serve multiple roles – working as both city attorney and city manager for the same community, for example – should avoid participating in matters that create the appearance of a conflict of interest. They should disclose the potential conflict to the governing body so that other opinions may be solicited.

Tenet 6. Recognize that elected representatives of the people are entitled to the credit for the establishment of local government policies; responsibility for policy execution rests with the members.

Tenet 7. Refrain from all political activities which undermine public confidence in professional administrators. Refrain from participation in the election of the members of the employing legislative body.

GUIDELINES

Elections of the Governing Body. Members should maintain a reputation for serving equally and impartially all members of the governing body of the local government they serve, regardless of party. To this end, they should not participate in an election campaign on behalf of or in opposition to candidates for the governing body.

Elections of Elected Executives. Members shall not participate in the election campaign of any candidate for mayor or elected county executive.

Running for Office. Members shall not run for elected office or become involved in political activities related to running for elected office, or accept appointment to an elected office. They shall not seek political endorsements, financial contributions or engage in other campaign activities.

Elections. Members share with their fellow citizens the right and responsibility to vote. However, in order not to impair their effectiveness on behalf of the local governments they serve, they shall not participate in political activities to support the candidacy of individuals running for any city, county, special district, school, state or federal offices. Specifically, they shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office.

Elections relating to the Form of Government. Members may assist in preparing and presenting materials that explain the form of government to the public prior to a form of government election. If assistance is required by another community, members may respond.

Presentation of Issues. Members may assist their governing body in the presentation of issues involved in referenda such as bond issues, annexations, and other matters that affect the government entity's operations and/or fiscal capacity.

Personal Advocacy of Issues. Members share with their fellow citizens the right and responsibility to voice their opinion on public issues. Members may advocate for issues of personal interest only when doing so does not conflict with the performance of their official duties.

Tenet 8. Make it a duty continually to improve the member's professional ability and to develop the competence of associates in the use of management techniques.

GUIDELINES

Self-Assessment. Each member should assess his or her professional skills and abilities on a periodic basis.

Professional Development. Each member should commit at least 40 hours per year to professional development activities that are based on the practices identified by the members of ICMA.

Tenet 9. Keep the community informed on local government affairs; encourage communication between the citizens and all local government officers; emphasize friendly and courteous service to the public; and seek to improve the quality and image of public service.

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Tenet 10. Resist any encroachment on professional responsibilities, believing the member should be free to carry out official policies without interference, and handle each problem without discrimination on the basis of principle and justice.

GUIDELINE

Information Sharing. The member should openly share information with the governing body while diligently carrying out the member's responsibilities as set forth in the charter or enabling legislation.

Tenet 11. Handle all matters of personnel on the basis of merit so that fairness and impartiality govern a member's decisions, pertaining to appointments, pay adjustments, promotions, and discipline.

GUIDELINE

Equal Opportunity. All decisions pertaining to appointments, pay adjustments, promotions, and discipline should prohibit discrimination because of race, color, religion, sex, national origin, sexual orientation, political affiliation, disability, age, or marital status.

It should be the members' personal and professional responsibility to actively recruit and hire a diverse staff throughout their organizations.

Tenet 12. Public office is a public trust. A member shall not leverage his or her position for personal gain or benefit.

GUIDELINES

Gifts. Members shall not directly or indirectly solicit, accept or receive any gift if it could reasonably be perceived or inferred that the gift was intended to influence them in the performance of their official duties; or if the gift was intended to serve as a reward for any official action on their part.

The term "Gift" includes but is not limited to services, travel, meals, gift cards, tickets, or other entertainment or hospitality. Gifts of money or loans from persons other than the local government jurisdiction pursuant to normal employment practices are not acceptable.

Members should not accept any gift that could undermine public confidence. De minimus gifts may be accepted in circumstances that support the execution of the member's official duties or serve a legitimate public purpose. In those cases, the member should determine a modest maximum dollar value based on guidance from the governing body or any applicable state or local law.

The guideline is not intended to apply to normal social practices, not associated with the member's official duties, where gifts are exchanged among friends, associates and relatives.

Investments in Conflict with Official Duties. Members should refrain from any investment activity which would compromise the impartial and objective performance of their duties. Members should not invest or hold any investment, directly or indirectly, in any financial business, commercial, or other private transaction that creates a conflict of interest, in fact or appearance, with their official duties.

In the case of real estate, the use of confidential information and knowledge to further a member's personal interest is not permitted. Purchases and sales which might be interpreted as speculation for quick profit should be avoided (see the guideline on "Confidential Information"). Because personal investments may appear to influence official actions and decisions, or create the appearance of impropriety, members should disclose or dispose of such investments prior to accepting a position in a

local government. Should the conflict of interest arise during employment, the member should make full disclosure and/or recuse themselves prior to any official action by the governing body that may affect such investments.

This guideline is not intended to prohibit a member from having or acquiring an interest in, or deriving a benefit from any investment when the interest or benefit is due to ownership by the member or the member's family of a de minimus percentage of a corporation traded on a recognized stock exchange even though the corporation or its subsidiaries may do business with the local government.

Personal Relationships. Member should disclose any personal relationship to the governing body in any instance where there could be the appearance of a conflict of interest. For example, if the manager's spouse works for a developer doing business with the local government, that fact should be disclosed.

Confidential Information. Members shall not disclose to others, or use to advance their personal interest, intellectual property, confidential information, or information that is not yet public knowledge, that has been acquired by them in the course of their official duties.

Information that may be in the public domain or accessible by means of an open records request, is not confidential.

Private Employment. Members should not engage in, solicit, negotiate for, or promise to accept private employment, nor should they render services for private interests or conduct a private business when such employment, service, or business creates a conflict with or impairs the proper discharge of their official duties.

Teaching, lecturing, writing, or consulting are typical activities that may not involve conflict of interest, or impair the proper discharge of their official duties. Prior notification of the appointing authority is appropriate in all cases of outside employment.

Representation. Members should not represent any outside interest before any agency, whether public or private, except with the authorization of or at the direction of the appointing authority they serve.

Endorsements. Members should not endorse commercial products or services by agreeing to use their photograph, endorsement, or quotation in paid or other commercial advertisements, marketing materials, social media, or other documents, whether the member is compensated or not for the member's support. Members may, however, provide verbal professional references as part of the due diligence phase of competitive process or in response to a direct inquiry.

Members may agree to endorse the following, provided they do not receive any compensation: (1) books or other publications; (2) professional development or educational services provided by nonprofit membership organizations or recognized educational institutions; (3) products and/or services in which the local government has a direct economic interest.

Members' observations, opinions, and analyses of commercial products used or tested by their local governments are appropriate and useful to the profession when included as part of professional articles and reports.

CATHY CAPRIOLA -- BIO

Cathy Capriola has over 25 years of local government experience serving four different California cities as well as having been a consultant to numerous public agencies in the areas of organizational development, human resources and general management. Most recently, Cathy served as the Interim City Manager of the City of Novato, population 53,000, from January 1 – October 24, 2016 leading the organization through a time of transition and driving projects related to the arrival of the Sonoma Marin Area Rail Transit (SMART), three-year labor agreements with employees, enhancements to the city's public engagement and noticing, and investments in open space and Novato's downtown.

In her Assistant City Manager role in Novato, where she has served since 2009, Cathy was responsible for the City's internal service departments including Human Resources, Risk Management, Information Technology, and Finance--which included oversight of the City's \$60 million budget. In Novato, Cathy helped lead the City through the recession while developing a sustainable fiscal plan and also implemented efforts to protect city resources after the dissolution of redevelopment agencies throughout California. She has also worked closely with the Chamber of Commerce and the Downtown Business Association to strengthen support of local businesses during her time in Novato.

Prior to 2009, Cathy was the Administrative Services Director for the City of Citrus Heights, a community of 90,000 in the Sacramento region. During her 10 years, she helped launch Citrus Heights as a newly incorporated city, implemented non-traditional compensation practices, and transitioned contract police services to a successful cost efficient in-house delivery model. Cathy also supported the City's neighborhood associations and created strong partnerships with other public agencies resulting in new community amenities such as after-school programs, playgrounds, a skateboard park, and facilities for a swimming pool. Cathy also created and facilitated the "Citrus Heights Collaborative" a network of community representatives and organizations that focused on improving social and human services by leveraging each other's competencies and collaborating with a focus on youth and seniors.

Cathy also served four years as the Deputy City Manager and Economic Development Coordinator for the City of Davis where she focused on business attraction and retention. Cathy also worked as a consultant with Shannon Associates and The Davis Company assisting local government clients in classification and compensation studies, management audits, and fire service consolidation studies. Cathy started her local government career as a Management Analyst with the City of Vacaville where she worked for two years including starting a code enforcement program and providing general management and human resources analysis.

Cathy received her Master in Public and Private Management from Yale University and her undergraduate degree, a B.S. in Communication/Management from the University of California at Davis. She is also a graduate of the Coro Foundation in Public Affairs. Cathy grew up in Willows, a small agricultural town in northern California.



CITY OF SONOMA
City Council
Agenda Item Summary

City Council Agenda Item: 7G
 Meeting Date: 11/21/2016

Department Administration	Staff Contact Carol E. Giovanatto, City Manager
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Agenda Item Title

Discussion, Consideration and Possible Action to Approve Change in Council Meeting Dates for the Months of December 2016 and January 2017

Summary

The City Council holds regular Council meetings on the first and third Monday's of each month except when those dates fall on legal Holidays or on such occasion when business necessity calls for the meetings to be rescheduled. In reviewing the calendared dates for the months of December 2016 and January 2017, there arises a need for rescheduling of meetings. Proposed changes are as follows:

December 2016: Reschedule and combine the two regularly scheduled meetings of December to December 12, 2016 in order to accommodate the Certification of Election. The Sonoma County Registrar of Voters has until December 6, 2016 to certify the election results to the State. Thus, staff anticipates that the Certification will be received following the posting of the December 5th agenda. The Certification of Election results in the seating of a new Councilmember and appointment of a new Mayor and Mayor Pro Tem. If the December 5 meeting was rescheduled to December 12th it would allow for the inclusion of the Certification of the Election and appointment of a new Mayor and Mayor Pro Tem, along with conducting regular business. Due to the resulting proximity to the December 19th Council meeting and the limited timeframe for preparation of a second agenda, the December 19th meeting would be cancelled.

January 2017: Cancel the first meeting of January 2017 due to lack of urgent business and reschedule the second meeting to January 23, 2017 in order to accommodate Council's proposed attendance at the League of California Cities New Mayor & Council Members Academy in Sacramento. Typically, the first meeting in January (scheduled for January 4, 2017) is very light due to the holidays. Upon review of upcoming agenda items, it is unlikely that there will be regular Council business of urgency coming forward during the holiday schedule. The second Regular meeting of January (January 18) is scheduled on the second Wednesday due to the Martin Luther King holiday. This date conflicts with the League of California Cities (LOCC) New Mayor & Councilmembers Training in Sacramento, which some Councilmembers have expressed interest in attending. Rescheduling would allow for attendance at the LOCC academy.

Recommended Council Action

Council discretion.

Alternative Actions

Financial Impact

N/A

Environmental Review

Status

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

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

Attachments: NONE

Alignment with Council Goals:

N/A

Compliance with Climate 2020 Action Plan Target Goals:

N/A

cc:



CITY OF SONOMA
 City Council
 Agenda Item Summary

Agenda Item:	9
Meeting Date:	11/21/2016

Department Administration	Staff Contact Rebekah Barr, MMC City Clerk/Executive Assistant to the City Manager
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Agenda Item Title

Councilmembers' Reports on Committee Activities.

Summary

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

MAYOR 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