



County of Sonoma  
Agenda Item  
Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number: 1**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** BOS

**Staff Name and Phone Number:**

Efren Carrillo 565-2241

**Supervisorial District(s):**

Fifth District

**Title:** Gold Resolution

**Recommended Actions:**

Approve Gold Resolution congratulating Ofelia Ochoa-Morris on the occasion of her retirement after 36 years from Community Action Partnership. (Fifth District)

**Executive Summary:**

None.

**Prior Board Actions:**

None.

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None.			
<b>Attachments:</b>			
Gold Resolution.			
<b>Related Items “On File” with the Clerk of the Board:</b>			
None.			



# County of Sonoma

## State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring Ofelia Ochoa-Morris For Over 36 Years Of Service To Head Start And Community  
Action Partnership Of Sonoma County And Congratulating Her On The Occasion Of Her  
Retirement**

**Whereas**, the opportunities offered by Head Start and Early Head Start through Community Action Partnership are in line with our commitment to the belief that every child, regardless of circumstances of birth, should have the ability to succeed in life; and that quality early education and partnering to help these families achieve economic and social stability builds healthier, stronger families and more vibrant communities; and

**Whereas**, Ofelia Ochoa-Morris has been a loyal, dedicated, and inspiring member of its Head Start Program, Community Action Partnership since September 5, 1978, providing direct development services to Sonoma County children and families; and

**Whereas**, Ofelia has devoted her career to Head Start, serving as home visitor, as home base coordinator, program manager, and as Director of the Head Start program since March 1989; and

**Whereas**, in September of 2001, Ofelia began the Early Start Program, expanding the breadth and depth of services and bringing the number of children served each year to 552, and the total number of children served during her tenure to over 19,000; and

**Whereas**, under Ofelia's leadership the geographical reach of Head Start was expanded to its current level of 31 classrooms across the county at 12 sites, including seven in Santa Rosa, one each in the cities of Cloverdale, Windsor, Sonoma, Petaluma and Rohnert Park; and

**Whereas**, Ofelia is a gifted team builder and team player, leading proactively with integrity and is known for her calming thoughtfulness and her patience, respect, encouragement and support represent the values of the Head Start program, and the vision of Community Action Partnership; and

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**Whereas**, Ofelia's insistence on excellence resulted in Community Action Partnership of Sonoma County Head Start being awarded a prized Head Start National Gold Certificate for full compliance with all applicable performance standards, laws, regulations and policy requirements in January 2007; In addition, Ofelia was awarded in 2011 The Administrator of the Year by the California Head Start Association.

**Now, Therefore, Be It Resolved** that the Sonoma County Board of Supervisors hereby expresses appreciation and gratitude to Ofelia Ochoa-Morris for over 36 years of exemplary service to the young children of Sonoma County and their families through her leadership and commitment to excellence in Head Start and Community Action Partnership of Sonoma County, and congratulates her on the occasion of her retirement.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number: 2**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor David Rabbitt, 707/565-2241

**Supervisorial District(s):**

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Gold resolution of the Board of Supervisors Honoring Erik Benjamin Fisher for Achieving the Rank of Eagle Scout

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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### Resolution of the Board of Supervisors of the County of Sonoma, State of California, Honoring Erik Benjamin Fisher for Achieving the Rank of Eagle Scout

**Whereas,** the Boy Scouts of America have a long and impressive history of preparing young men to assume responsibility in their communities; and

**Whereas,** Erik Benjamin Fisher is a member of troop 58, has worked diligently and has earned 33 merit badges, 12 more than required, has served in positions of leadership as Senior Patrol Leader, Assistant Patrol Leader, Patrol Leader, Quartermaster, and Troop Instructor; and

**Whereas,** Erik has served on many Sonoma County service projects over his seven-year Scouting career including: the Sonoma County Sheriff's Department Chaplaincy 7<sup>th</sup> Annual Pasta Feed, picnic table restoration at Maxwell Farms Regional Park, pathway construction at the Earle Baum Center for the Blind, trail refurbishment at Helen Putnam Regional Park, gardening at the Valley of the Moon Children's Home Nursery, path refurbishment at The Rose Women's Shelter, remediation of juniper bushes at Howarth Park, trail and sign preservation at Sonoma County Wildlife Rescue Center, landscape work at Ragle Ranch Regional Park, setting up a play structure and landscaping the yard at Crossing the Jordan Women and Children's Home, installation of a bicycle rescue station at Annadel State Park, feeding the homeless at the Redwood Gospel Mission, path and picnic table maintenance at TLC Child and Family Services; and

**Whereas,** Erik's Eagle Scout Project consisted of leading a project to remove brush and put up a 300 foot boundary fence at Hessel Church in Sebastopol which entailed over 100 hours over two weekends; and

**Whereas,** Erik was the Armadillo Patrol Leader who led Troop 58 in earning their only National Honor Patrol Award in troop history, given to squads whose members strive to have the best patrol possible; and

**Whereas,** Erik joins his brothers Stephen (2011) and Jonathan (2013) in achieving the rank of Eagle Scout which is something about which his family is very proud; and

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**Whereas,** Erik is an outstanding soccer player who has played for over a decade, at age 16 passed the California High School Proficiency Exam and while concurrently taking classes at Rincon Valley Christian School and Santa Rosa Junior College maintains a 4.0 GPA and plans to one day study electronic engineering at Cal State San Luis Obispo.

**Now, Therefore, Be It Resolved** the Sonoma County Board of Supervisors honors Erik Benjamin Fisher for joining the outstanding group of Eagle Scouts; and

**Be It Further Resolved** that the Sonoma County Board of Supervisors appreciates the effort which went into achieving that goal and anticipates Erik will have the heart and spirit of the Eagle throughout his adult life.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**





County of Sonoma  
Agenda Item  
Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number: 3**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor Mike McGuire, 565-3758

**Supervisorial District(s):**

Fourth District

**Title:** Gold Resolution

**Recommended Actions:**

Adopt A Gold Resolution to Celebrate and Honor the Life of Allen Losh

**Executive Summary:**

None

**Prior Board Actions:**

None

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Resolution			
<b>Related Items “On File” with the Clerk of the Board:</b>			



# County of Sonoma

## State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution of The Board of Supervisors of The County of Sonoma, State of California, Adopt a Resolution Hereby Honoring and Celebrating Allen Losh for His Generosity and Commitment to His Family, Friends and County Throughout His Lifetime, Recognizing That He Will Be Sorely Missed By All.**

**WHEREAS**, on May 4, 2014, Allen Losh's life was celebrated and honored, a beloved husband, father, brother, son and friend; known throughout Sonoma County for his generous spirit, his valiant service to our County and community; and

**WHEREAS**, Allen was born May 20, 1983 in Roseville, California, he then lived in Granite Bay, California until 1996 at which time he moved with his family to Healdsburg, California; and

**WHEREAS**, Allen's interest in helping others led him to join the Fire Explorer Program at the Healdsburg Fire Department, he then served as a reserve firefighter with the City of Healdsburg, gaining his firefighter certification from the Santa Rosa Junior College, and had a successful career with the Healdsburg Fire Department; and

**WHEREAS**, Allen met the love of his life, Laura Dietz, in Healdsburg while working as a firefighter in 2005, and they were married on July 8, 2006; and

**WHEREAS**, in August of 2005 Allen joined the Air National Guard 129<sup>th</sup>, Rescue Wing at Moffet Field as a reservist and in September of 2006 he was deployed to Iraq for Operation Iraqi Freedom serving with Security Forces near Kirkuk; and

**WHEREAS**, upon returning from his first tour in Iraq, Allen held a family meeting where he told his family that he had a deep need to help the many soldiers that he saw injured in Iraq, which led to an enlistment in the United States Army as a Combat Medic in August of 2007; and

**WHEREAS**, in March of 2008 Allen and Laura moved to his new assignment in Grafenwoehr, Germany which led to his second tour of Iraq in December of 2008 serving with the combat infantry unit HHC Task Force 3-66 AR Black Nights; and

**WHEREAS**, when Allen completed his Army enlistment in 2011, he and Laura returned to Healdsburg, California and Allen started a new career path, which included his love for the outdoors, as a trekking guide for California Alpine Guides and a return to college to obtain a degree in Outdoor Education; and

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**WHEREAS**, Allen’s wife Laura, gave birth to their beautiful daughter, Sierra Rose, who was to Allen, “truly the best medicine all;” and

**WHEREAS**, Allen Losh leaves to mourn his passing and celebrate his life and legacy his wife, Laura, his daughter Sierra, father and mother, Vern and Teresa, sister Whitney Werner, grandmother Martha, aunts Vanessa, Melissa and Susie, uncles Lloyd, Elvis and Terry, cousins James, Kyle, Dan and Rachel, his many friends, and military and fire service “brothers and sisters.”

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Sonoma County, hereby honors and celebrates Allen Losh for his generosity and commitment to his family, friends and County throughout his lifetime, recognizing that he will be sorely missed by all.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 4  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator

**Staff Name and Phone Number:**

Veronica Ferguson

**Supervisorial District(s):**

All

**Title:** Gold Resolution for the County's Information Systems Department and Regional Parks Department

### **Recommended Actions:**

Adopt Gold Resolutions honoring the County's Information Systems Department for receiving the National Association of Counties Digital Survey Award and the Regional Parks Department for receiving the National Association of Counties Achievement Award.

### **Executive Summary:**

Every year, the National Association of Counties (NACo) recognizes local jurisdictions at its Legislative Conference for excellence in County government. This year, Sonoma County received two awards; the County's Information Systems Department received the "Digital Counties Survey" award, and the Regional Parks Department received the NACo Achievement Award.

The Center for Digital Government (CDG) and the National Association of Counties (NACo) annual survey recognizes leading examples of counties using technology to improve services and boost efficiencies. Awards are provided to Counties in three categories based on population size. Sonoma County received an award for the 250,000-499,999 population category. Several strategic technology projects were highlighted as the basis for Sonoma County's award, including:

- Enterprise Financial System Replacement (EFS) will enhance accountability and replace at risk systems with a single, comprehensive environment to manage operations and transform complex and duplicated technologies.
- Electronic Document Management System Implementation (EDMS) reduces reliance on paper-based processes and positions information for accessibility, transparency and sharing electronically.
- Expanding Web Presence and Branding (WCMS) with enterprise web content management is improving accessibility, engagement, transparency, and accountability to the public.

- Telecommunication Systems Replacement (VoIP) updates old phone systems with a new foundation for communications and collaboration with advanced call center features that leveraging the Internet of all things to better serve.

Started in 1970, the Achievement Award Program is a non-competitive awards program that recognizes innovative county government programs. Awards are given in 21 different categories including children and youth, criminal justice, county administration, environmental protection, information technology, health, and many more.

This year, Regional Parks was recognized for the Russian River Water Safety Patrol program. In 2013, the County created Russian River Water Safety Patrol in response to several drowning deaths in the Russian River. The River Patrol is an education and prevention focused water safety team consisting of Sonoma County Regional Parks Rangers and Open Water Lifeguards whom are tasked to save lives along the Russian River. During the Pilot 2013 summer season, the River Patrol was a huge success. The team made 17 life-saving rescues, 8,002 Safety Contacts, 3,002 Spanish Speaking Safety Contacts, 8 assists, properly fit 1,315 lifejackets, and found one missing person. No one drowned on County owned property along the Russian River in 2013.

**Prior Board Actions:**

**Strategic Plan Alignment**

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Gold Resolution for ISD Gold Resolution for Regional Parks			
<b>Related Items “On File” with the Clerk of the Board:</b>			



County of Sonoma  
State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring the County of Sonoma Information Systems Department For Receiving The 2014  
Digital Counties Survey Award**

**Whereas**, each year the Center for Digital Government in partnership with the National Association of Counties recognizes leading examples of counties using technology to improve services and boost efficiencies, and

**Whereas**, Sonoma County received this prestigious award for the 250,000-499,999 population category, and

**Whereas**, Sonoma County has advanced technology to support the County's strategic goals and services to the public in the areas of civic engagement, policy direction, operations, and economic/environmental sustainability, and

**Whereas**, Center for Digital Government in partnership with the National Association of Counties highlighted three major initiatives underway as indicative of the County's efforts:

- Electronic Document Management System Implementation (EDMS) reduces reliance on paper-based processes and positions information for accessibility, transparency and sharing electronically.
- Expanding Web Presence and Branding (WCMS) with enterprise web content management is improving accessibility, engagement, transparency, and accountability to the public.
- Telecommunication Systems Replacement (VoIP) updates old phone systems with a new foundation for communications and collaboration with advanced call center features that leveraging the Internet of all things to better serve.

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma honors and commends the Information Systems Department for its achievements in improving services for the County and citizens of Sonoma County.



Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



# County of Sonoma

## State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

---



4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Honoring the County of Sonoma Regional Parks Department For Receiving The 2014 National  
Association of Counties Achievement Award**

**Whereas,** Started in 1970, the National Association of Counties Achievement Award Program recognizes counties for innovative government programs that improve the lives of residents and services to the public, and

**Whereas,** Awards are given in 21 different categories including children and youth, criminal justice, county administration, environmental protection, information technology, and health, and

**Whereas,** Regional Parks developed the Russian River Water Safety Patrol program in 2013 to address the troubling increase of drowning deaths in the Russian River, and

**Whereas,** the Russian River Water Safety Patrol is an education and prevention focused water safety team consisting of Sonoma County Regional Parks Rangers and Open Water Lifeguards whom are tasked to save lives along the Russian River, and

**Whereas,** during the 2013 summer season, the River Patrol team made 17 life-saving rescues, 8,002 Safety Contacts, 3,002 Spanish Speaking Safety Contacts, 8 assists, properly fit 1,315 lifejackets, and found one missing person, and

**Whereas,** no one drowned on County owned property along the Russian River in 2013, and

**Whereas,** the County of Sonoma Regional Parks Department received the National Association of Counties "Best in Class" Achievement Award for this innovative and life saving program,

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma honors and commends the Regional Parks Department for its national recognition and improving safety and saving lives of residents and visitors along the Russian River.

Resolution #

Date:

Page 2

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



County of Sonoma  
Agenda Item  
Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 5  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Supervisor David Rabbitt, 707/565-2241

**Supervisorial District(s):**

Second District

**Title:** Gold Resolution

**Recommended Actions:**

Approval of gold resolution honoring and acknowledging Lieutenant Mike Cook upon the occasion of his retirement from the Petaluma Police Department after 28 years of exemplary service.

**Executive Summary:**

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

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**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

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**Attachments:**

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**Related Items “On File” with the Clerk of the Board:**

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# County of Sonoma

## State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution of the Board of Supervisors of the County of Sonoma, State of California,  
Honoring and Acknowledging Lieutenant Mike Cook Upon the Occasion of His Retirement  
from the Petaluma Police Department After 28 Years of Exemplary Service**

**Whereas,** Lieutenant Mike Cook retires from the Petaluma Police Department on August 31, 2014, after an exemplary 28 years of public service wherein he has consistently demonstrated a dedication and deep respect for law enforcement and the ethics and integrity that accompany the responsibility of being an Officer of the Law; and

**Whereas,** Lieutenant Cook joined the Petaluma Police Department in 1986 and was promoted to Sergeant in 1992, Patrol Sergeant in 1998 and has served as Lieutenant for the past 13 years where since 2012, he has been responsible for key areas supporting Petaluma Policing – a proactive approach involving working collaboratively with the community; and

**Whereas,** During his tenure, Lieutenant Cook has served as Watch Commander, SWAT Team Leader, Field Investigations Supervisor, Reserve Program Supervisor, Internal Investigations Supervisor, Grant Writer-Administrator, Personnel Trainer, and City Council and Community Liaison; he reorganized the beat structure to effectively address staffing issues resulting from budget cuts; he has lead the Citizen's Academy and successfully recruited individuals into the Volunteer Program; and

**Whereas,** Lieutenant Cook has demonstrated leadership during difficult times, has served as mentor to many and has provided guidance on issues that have materially improved the Petaluma Police Department – he embodies all that is positive in law enforcement and has been an asset not only to the Petaluma Police Department, but to the people of the City of Petaluma.

**Now, Therefore, Be It Resolved,** That the Sonoma County Board of Supervisors does honor and acknowledge Lieutenant Mike Cook upon the occasion of his retirement after 28 years of exemplary service, congratulates him on his many accomplishments, and wishes him the best in his retirement.

Resolution #

Date:

Page 2

**Be It Further Resolved**

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 6  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors of the Sonoma County Agricultural Preservation and Open Space District

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Agricultural Preservation and Open Space District

**Staff Name and Phone Number:**

Alex Roa, SCAPOSD, 565-7263

**Supervisorial District(s):**

District 1

**Title:** North Slope Sonoma Mountain Ridge Trail Fence Contract Award Amendment

### **Recommended Actions:**

Authorize the General Manager of the Sonoma County Agricultural Preservation and Open Space District (District) to execute a change order in the amount of \$5,344 with Hanford A.R.C. and increase the contract balance by \$1,795.00 for the purchase of materials needed to complete the North Slope Trail fence.

### **Executive Summary:**

As part of the larger North Slope Sonoma Mountain Ridge Trail Project, several sections of fence were contracted to be built by Hanford A.R.C. ("Contractor"). Staff utilized a competitive bidding process to procure this contract. This Board awarded the contract with Contractor on April 22<sup>nd</sup>, 2014 in the amount of \$45,579.00 for the construction of approximately 200 linear feet of wood split rail fence, approximately 2,570 linear feet of wire mesh fence, one 12-foot ranch gate, one 6-foot equestrian accessible gate, and two 8-foot frameless gates. In an ongoing effort, Regional Parks and the District staff worked collaboratively to oversee construction and complete the work in anticipation of the transfer of the North Slope properties to Regional Parks.

In the course of construction, staff determined that additional work would be required to construct the fence desired. To construct the fence along the surveyed property line, additional work was required to drill into the soil/rock to firmly place steel tee-posts. An additional 100 feet of fence was also required, relative to the estimated length used to calculate the contract price. The project was bid based on a price per linear foot, using an estimated fence length. Per the terms of the contract, the total amount payable to Contractor is based on the actual length of the fence installed. A change order was prepared in the amount of \$2,716.45 for the materials required to install the additional wire mesh fence as well as the time necessary to accomplish the work. The funds for this change order were reserved as a portion



of the 10% contingency approved by the Board on April 22<sup>nd</sup>, 2014, and the General Manager executed this change order pursuant to authority delegated to him by the Board on April 22, 2014.

An additional change order was requested by the Contractor for eight more “H-braces” (wooden posts, bound together with hardware and metal wire), which were deemed necessary, above and beyond what was called out in the project specifications. The specifications required braces at all change of directions greater than 10%, all gate posts, and any length of fence over 200’. Three additional pairs (six total) were placed over drainage crossings, where the fence meets a dramatic change in slope and will likely experience significant forces due to water and debris flowing in the channel during flood conditions. An additional H-brace was added for a section of fence that had marginal soil quality and would benefit from additional structural support. Lastly, an additional H-brace was required at a pivotal grade change. Per Contractor’s bid packet, each of the H-braces is priced at \$668.00, for a total of \$5,344 for the eight additional H-braces. The General Manager lacks authority to execute the change order under the Board’s April 22, 2014 delegation, which caps his authority at \$5,000 per change order. Staff requests that the Board approve this change order for the additional H-braces for a total of \$5,344. The combined change orders exceed the budget plus the 10% contingency established by the Board by \$1,795.

The bid submitted by Contractor was \$15,871 lower than the next lowest bid, and approximately \$55,000 less than the two remaining bids (\$102,000 and \$99,600). The addition of these eight H-braces will allow for a long-lasting and high quality fence, all while staying well below the next lowest bid for the project. Furthermore, the revised total funding for this project is under the cost estimate (\$52,120) approved by the Board on February 4<sup>th</sup>, 2014.

**Prior Board Actions:**

February 5, 2013: Board authorizes an amendment to a Construction Management Services Agreement between the Agricultural Preservation and Open Space District and Regional Parks extending the terms to November 30, 2014.

September 14, 2010: Board approves a construction contract to complete the North Slope Sonoma Mountain Ridge Trail Project.

February 23, 2010: Board authorizes a Construction Management Service Agreement for Regional Parks and for Consultant Services.

March 18, 2008: Board adopts a mitigated negative declaration and mitigation monitoring program for the North Slope Sonoma Mountain Ridge Trail Project-Reso No. 08-0250.

February 11, 2014: Board approves the Project design and authorizes the District to solicit bids for the fence project.

April 22, 2014: Board awards a construction contract to Hanford A.R.C., and authorizes the General Manager to enter into an access agreement with a neighboring landowner in support of construction projects on District property.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

This project is one component of a larger project to create the future North Sonoma Mountain Park and Preserve, which will protect natural resources and expand the current recreational opportunities in Sonoma County.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 1,795.05		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 1,795.05
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 1,795.05</b>	<b>Total Sources</b>	<b>\$ 1,795.05</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<p>A significant portion of these change orders was accounted for in the original budgeted amount for this project (\$50,136.90), which is the bid amount of \$45,579.00 plus a 10% contingency (\$4,557.00) for any unexpected construction costs. The budgeted amount for this item includes the two change orders, and is \$1,795.05 above the original budgeted amount. It is below the project cost estimate by \$188.05.</p> <p>The District has this expense budgeted in its FY 14/15 budget. The funding source is sales tax revenue.</p>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Hanford A.R.C Contract			
<b>Related Items "On File" with the Clerk of the Board:</b>			

## DOCUMENT 00500

**AGREEMENT FOR CONSTRUCTION SERVICES**

This agreement ("Agreement") dated as of April 22, 2014 ("Effective Date") is by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District") and Hanford ARC (hereinafter "Contractor").

**RECITALS**

WHEREAS, Contractor represents that it is a duly qualified company experienced and licensed to perform fencing installation; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Contractor to install Split Rail Fencing, install 4'h Wire Field Fencing and one 12' Ranch Gate, Two 8' Frameless Gates, and one 6' Equestrian Gate including supplying necessary water for installation at North Sonoma Mountain Trail, 6560 Sonoma Mountain Road, Santa Rosa, California. (the "Site").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**AGREEMENT****1. SERVICES TO BE PROVIDED.**

1.1 Scope of Work. Contractor will perform the services described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Work"), and within the times or by the dates provided for in Exhibit B (Payment and Terms), and pursuant to Section 9 of this Document 00500 (Agreement for Construction Services). In the event of a conflict between the body of this Agreement and Exhibit A and/or Exhibit B, the provisions in the body of this Agreement shall control.

1.2 Cooperation with District. Contractor shall cooperate with District and District staff in the performance of all Work hereunder.

1.3 Performance Standard. Contractor shall perform all Work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If District determines that any of Contractor's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following:

- (a) require Contractor to meet with District to review the quality of Work and resolve matters of concern;
- (b) require Contractor to repeat Work at no additional fee until it is satisfactory;
- (c) terminate this Agreement pursuant to the provisions of Article 5; or
- (d) pursue any and all other remedies at law or in equity.

1.4 Subcontractors. As listed in Document 00430 (Subcontractors list) and completed in accordance with Document 00200 (Instruction to Bidders) paragraph 1.8, and as pursuant to the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

1.5 Examination of Work Site. By providing services hereunder, Contractor warrants that it has carefully examined the Site and has satisfied itself of all local and any special conditions affecting Work at

the Site. Tests, survey results, geotechnical reports, or other data or information furnished or referred to herein are furnished for the Contractor's convenience. District does not guarantee that such tests or preliminary investigations or other data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Contractor shall satisfy itself as to the accuracy or interpretation of all such tests or survey results or other information or data.

1.6 Compliance with Laws. Contractor shall comply with all codes, laws, ordinances, rules and regulations applicable to the Work on the Site, which shall have full force and effect as though printed in full in this Agreement. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts. Where such laws, ordinances, rules, and regulations require more care or greater time to accomplish the Work, or require better quality, higher standards or greater size of products, the Work shall be accomplished in conformance to such requirements with no change to the payment amount, except where changes in laws, ordinances, rules, and regulations occur subsequent to the Effective Date of this Agreement.

1.7 Protection of Work and Property; and Loss or Damage.

a. Contractor shall continuously maintain adequate protection of its work from damage and shall protect District's property from injury or loss arising in connection with the Work performed hereunder. Contractor shall adequately protect adjacent property, as provided by applicable laws and regulations and pursuant to this Agreement. In the event of any damage to District property, Contractor shall immediately notify District of such damage.

b. Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all laws, regulations and orders to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect at the Site, where Contractor's work is being performed, and maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created by such features of construction.

c. District shall not be answerable or accountable, in any manner, for any loss or damage that shall, or may, happen to the Work or any part or parts thereof respectively, or for any materials or other things used and employed in finishing and completing Contractor's work, or for injury to any person or persons whether worker or the public, or for damage to adjoining property from any cause which might have been, or which is claimed might have been, prevented by Contractor, or any worker, or anyone employed by, or acting for Contractor, all of which injuries and damages to person and property Contractor having control over such work must properly guard against and must make good all damages from whatever cause, being strictly responsible for same.

d. Where there are other contractors employed on the Site, each shall be responsible to the other for all damages to the Work, to persons or property, and for loss caused by neglect, by failure to finish the Work at the proper time, and preventing each portion of the Work from being finished by the several contractors by the dates within the time fixed for completion, or from any other causes; and any contractor suffering damage shall call the attention of District to the same.

e. In an emergency affecting the safety of life or of a structure or of adjoining property, Contractor shall take all necessary and proper steps to prevent such threatened loss or injury. If practical, Contractor shall communicate with District, and shall be guided by District's directions and advice, but if the character of the emergency be such as to require action with such short limits of time or under circumstances rendering that impractical, then Contractor shall act independently and upon its own responsibility, subject to the direction and control of District, as soon as it may become practical to obtain the same.

**1.8 Assignment of Anti-Trust Claims.** In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

**1.9 Supervision of the Work.** Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform the Work in accordance with this Agreement. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed work complies accurately with this Agreement.

**1.10 Correction of Defective Work.** If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed work will conform to this Agreement, District may order Contractor to replace any such defective work, or stop any portion of the Work to permit District (at Contractor's expense) to replace such defective work. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party. If within one year after the date of final acceptance of the Work, or such longer period of time as may be prescribed by laws or regulations, or by the terms of this Agreement, any work (completed or incomplete) is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such defective work.

**1.11 Guarantee of Work.** Contractor guarantees all construction performed pursuant to this Agreement and also guarantees all material and equipment incorporated therein. Contractor hereby grants to District for a period of one year following the date of final acceptance of the Work, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor in connection with the Work. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of the Work not done in accordance with this Agreement or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of final acceptance of the Work completed. If within one year after the date of final acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of this Agreement, any work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such defective work. Contractor shall remove any defective work rejected by District and replace it with work that is not defective, and satisfactorily correct or remove and replace any damage to other work or the Work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected or the rejected work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law. Inspection of the Work shall not relieve Contractor of any of its obligations under this Agreement. Even though equipment, materials, or the Work required to be provided under this Agreement have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or work found to be defective or otherwise not to comply with the requirements of this Agreement up to the end of the guaranty period.

**1.12 Safety.** In accordance with generally accepted construction practices, Contractor shall be solely and completely responsible for the conditions of the portion(s) of the Site associated with Contractor's

work, including safety of all persons and property during performance of the Work. This requirement will apply continuously and shall not be limited to normal working hours. The duty, if any, of District to conduct construction reviews of Contractor's performance is not intended to include review of the adequacy of Contractor's safety measures in, on, or near the Site. Contractor shall be responsible for initiating, maintaining and supervising all safety and Site security precautions and programs in connection with the Work, and shall develop and implement a Site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to the Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of the Work under this Agreement from any cause. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

#### 1.13 Laws And Regulations; Precedence.

a. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Agreement, Work and persons connected with Work, and shall protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

b. Whenever drawings or specifications require higher standards than are required by any applicable law, ordinance, regulation or order, the drawings and specifications shall govern. Whenever drawings or specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

c. Contractor shall comply with applicable portions of Title 8 (Industrial Relations), Title 19 (Public Safety), Title 22 (Social Security, Division of Health) and Title 24 (California Building Standards Code), California Code of Regulations (Uniform Building Code) (most recent edition), Public Contract Code. Whenever this Agreement requires larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, this Agreement shall govern. Whenever this Agreement requires something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

d. Where drawings or specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the drawings and specifications shall take precedence so long as such increase is legal.

e. Where no requirements are identified on drawings or in specifications, Contractor shall comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

f. For conflicts between referenced regulatory requirements, Contractor shall comply with the one establishing the more stringent requirement.

g. For conflicts between referenced regulatory requirements and this Agreement, Contractor shall comply with the one establishing the more stringent requirement.

## 2. PAYMENT.

Contractor shall be paid in accordance with the payment terms set forth in Exhibit B, attached hereto and incorporated as though fully set forth herein.

## 3. CLAIMS.

Contractor accepts the claims procedure set forth in Exhibit F (Claims by Contractor), attached hereto and incorporated by this reference, as established under Section 930.2 of the California Government Code.

#### 4. CONTRACT TIME AND LIQUIDATED DAMAGES.

4.1 Contract Time. Contract time commences on the date established in the Notice to Proceed, attached hereto as Exhibit G and incorporated herein. District reserves the right to modify or alter the Commencement Date of the Work. District may give a Notice to Proceed at any time within sixty (60) days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the contract time commences to run. Contractor shall achieve Substantial Completion of the entire Work within twenty-one (21) days from the date when the contract time commences to run. Contractor shall achieve Final Completion of the Work within twenty-eight (28) days from the date when the contract time commences to run. For the purposes of this Section 4.1 "Working Days" shall mean any day other than Saturday, Sunday or legal holiday, and working hours between 7:00am and 7:00pm. For the purposes of this Section 4.1 "Substantial Completion" shall mean the Work (or a specified part thereof) has progressed to the point where, in the opinion of District as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with the Agreement, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of District for final payment. For the purposes of this Section 4.1, "Final Completion" means the District's acceptance of the Work as satisfactorily completed in accordance with Agreement, as evidenced by District's issuance of a Final Inspection Report. Requirements for Final Completion include, but are not limited to:

- a. All systems having been tested and accepted as having met requirements of the Agreement.
- b. All required instructions and training sessions having been given by Contractor.
- c. All project record documents having been submitted by Contractor, reviewed by District, and accepted by District.
- d. All punch list Work, as directed by District, having been completed by Contractor.
- e. Generally all Work, except Contractor maintenance after Final Completion, having been completed

to satisfaction of District.

4.2 Liquidated Damages. District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss, if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Agreement. Contractor and District agree that because of the nature of the project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District because of a delay in completion of all or any part of the Work. Accordingly, District and Contractor agree that as liquidated damages for delay Contractor shall pay District:

- a. Two-Hundred Dollars (\$200) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- b. Two-Hundred Dollars (\$200) for each Day that expires after the time specified herein for Contractor to achieve completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and, except as provided below, shall be presumed to be the damages suffered by District resulting from delay in completion of the Work. Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by District as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### 5. TERMINATION.

5.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.

5.2 Termination for Cause. Notwithstanding any other provisions of this Agreement, should Contractor fail to perform any of its obligations hereunder within the time and in the manner herein provided, or

otherwise violate any of the terms of this Agreement, District may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

**5.3 Delivery of Work Product and Final Payment Upon Termination.** In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

**5.4 Payment Upon Termination.** Upon termination of this Agreement by District, Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if District terminates the Agreement for cause pursuant to Section 5.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Contractor.

**6. IDEMNIFICATION.** District and each of its officers, employees, consultants, and agents, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, District and each of its officers, employees, consultants, and agents, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, its subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of District or by any person or entity required to be indemnified hereunder. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against District and each of its officers, employees, consultants, and agents. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its subcontractors of any tier, or the officers or agents of any of them. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout this Agreement shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of this Agreement. If Contractor fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Contractor for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due. The indemnities in this Agreement shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

## **7. INSURANCE.**

With respect to performance of the Work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Exhibit C (Construction Contract Insurance Requirements), attached hereto and incorporated herein by this reference.

**8. BONDS.** Contractor shall furnish a labor and material payment bond and a performance bond, each in the full amount of the Contract Sum (as defined in Exhibit D), to remain in effect until the date of Final Completion (as defined in Exhibit B). Such bonds shall be in the forms set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall be issued by a surety authorized to transact



business in the State of California.

#### 9. PROSECUTION OF WORK.

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the Work hereunder shall be completed by August 30, 2014; provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by the number of days equal to the number of days Contractor has been delayed.

#### 10. EXTRA OR CHANGED WORK.

Extra or changed work or other changes to the Agreement may be authorized only by a written Change Order executed by both parties pursuant to Exhibit E (Clarification and Modification Procedures). Contractor further expressly waives any and all right or remedy by way of restitution and *quantum meruit* for any and all extra work performed without such express and prior written authorization. Contractor agrees to comply with all of the following laws and procedures for change orders and claims: The California Public Contract Code (including but not limited to Section 7105(d)(2)) and the California Government Code (Section 930.2 et seq.) apply to all contract procedures for changes, time extensions, change orders (time and money), and claims. Federal law (*U.S. v. Holpuch* 326 U.S. 234) shall supplement but not supercede California law on these requirements. Any change, alteration, modification, waiver, or omission to implement these procedures, shall have no legal effect unless approved in advance in a fully executed change order approved by the District's Board of Directors, or its duly authorized designee.

#### 11. REPRESENTATIONS OF CONTRACTOR

11.1 Standard of Care. Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the Work and to complete the Work in accordance with the terms of this Agreement. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of this Agreement. Contractor warrants that the Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that the Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, drawings and specifications and all descriptions set forth therein, and all other requirements of this Agreement. District has relied upon the professional ability, training and experience of Contractor as a material inducement to enter into this Agreement. Acceptance of Contractor's work by District shall not operate as a waiver or release.

11.2 Standing. Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

11.3 Independent Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent Contractor and shall control the Work and the manner in which it is performed. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Section 5 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

11.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and

obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

11.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of the Work hereunder.

11.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by District, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with District disclosing Contractor's or such other person's financial interests.

11.7 Nondiscrimination. Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

11.8 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

11.9 Assignment of Rights. Contractor assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Contractor shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

11.10 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, Contractors, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the Work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to District all such documents which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way throughout this Agreement without the express written permission of District.

1.11 Prevailing Wages. Contractor shall pay to persons performing labor hereunder an amount equal to or more than the general prevailing rate of per diem wages for:

(1) work of a similar character in the locality in which the work is performed, and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages

for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at the Site where work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the District's office and will be made available to any person upon request. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on work provided for in the Agreement, provision that subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5, 1813 and 1815. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

11.12 Records. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of the Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in the Work, and the amount of each class of materials used in each subdivision of the Work. District shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other jobsite office.

11.13 Authorization to Execute Agreement. Contractor has duly authorized the execution, delivery and performance of this Agreement. The Agreement does not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

## 12. DEMAND FOR ASSURANCE.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Section 12 limits District's rights to terminate this Agreement pursuant to Section 5.

## 13. ASSIGNMENT AND DELEGATION.

Contractor shall not assign, delegate, sublet, or transfer any interest in or duty under this Agreement nor shall Contractor subcontract portions of the Work without compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*

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

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

TO DISTRICT:  
 William J. Keene, General Manager  
 Sonoma County Agricultural Preservation  
 and Open Space District  
 747 Mendocino Avenue Suite 100  
 Santa Rosa, CA 95401

TO CONTRACTOR: Hanford ARC  
 23195 Maffei Rd  
 Sonoma Ca. 95476

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U. S. Mail and postmarked on the date of the facsimile or email (for a payment on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5:00 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

#### 15. MISCELLANEOUS PROVISIONS.

15.1 No Waiver of Breach. The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement may be deemed valid, binding and enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Agreement is required to be included by any applicable law, that provision is deemed included herein by this reference.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Agreement to another venue.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. All documents attached to this Agreement as Exhibits A-F, as well as the documents listed below, are incorporated into this Agreement as though fully set forth herein:  
 Bid Form

- b. Subcontractor List
- c. Apprenticeship Program
- d. Submittal Procedures
- e. Construction Facilities & Temporary Controls

There are no other contract documents. The Agreement may only be amended, modified or supplemented as provided in the Clarification and Modification Procedures, attached hereto as Exhibit E.

15.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


CONTRACTOR:

By:  \_\_\_\_\_

Name: MARK CEDERBORG  
(please print)

Title: CORP. SECRETARY

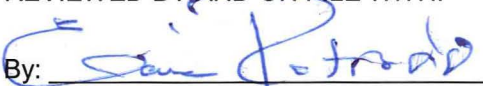
DISTRICT: SONOMA COUNTY AGRICULTURAL PRESERVATION AND OPEN SPACE DISTRICT

By:  \_\_\_\_\_  
William J. Keene, General Manager

APPROVED AS TO SUBSTANCE  
BY DEPARTMENT:

By:  \_\_\_\_\_  
Sheri Emerson, Program Manager

CERTIFICATES OF INSURANCE  
REVIEWED BY AND ON FILE WITH:

By:  \_\_\_\_\_  
Elaine Rotondo, Administrative Aide

APPROVED AS TO FORM FOR DISTRICT:

By:  \_\_\_\_\_  
Lisa Pheatt, Deputy County Counsel

**EXHIBIT A****Description of Work and Payment  
Technical Specifications****EXHIBIT A.1****DESCRIPTION OF WORK AND PAYMENT****GENERAL****1. WORK TO BE PERFORMED****1.1 DESCRIPTION OF BID ITEMS AND PAYMENT**

- A. Descriptions of each bid item and the method of payment are summarized below. The Contractor shall refer to the appropriate section(s) of these special provisions, the Standard Specifications and construction drawings for details not provided in the descriptions below.
- B. **Any material, equipment, labor, etc. not specifically described herein that is required to fulfill these specifications, to complete work shown on the plans, or to comply with Standards is implied as included in the various contract items and no additional allowance will be made therefor.**

**2. WORK INCLUDED UNDER ALL BID ITEMS**

- A. For all bid item work, Contractor's responsibilities shall conform to the provisions of the various parts of the Standard Specifications, the Special Provisions, or the Technical Specifications, except as modified herein. Additionally, Contractor shall ensure each of the following is included as part of the work under each bid item:
- 1) The safety of personnel, subcontractor's personnel, and the public. Safety measures shall include, but not be limited to warning signs as may be necessary. District may direct Contractor to erect any safety feature as may be necessary in his opinion.
  - 2) Make available all work for inspection and/or testing by the District.
  - 3) Any facilities damaged as a result of the work shall be repaired by Contractor at his own expense.
  - 4) Clear, prune, and/or (remove with District Approval) from site of work all items that might interfere with contract work, including any vegetation or debris.
  - 5) Restore all surfaces to their original, existing condition as nearly as possible including native areas and driveways. All materials for restoration work shall be furnished by Contractor.
  - 6) Protect all trees and their roots within the fencing corridor and staging areas. All trees and their roots shall be assumed to be protected trees unless directed otherwise by the District.
  - 7) Supply all equipment, materials and labor for excavations as necessary to complete the work.
  - 8) Dispersal of excess native materials and debris should be left to look in a "natural" state.

### **3. DESCRIPTION OF BID ITEMS – BASE BID**

#### **Bid Item No. 1 – Mobilization/Demobilization**

Mobilization shall include but not be limited to preparation of Contract by Contractor; completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as a condition of issuing the Notice to Proceed; moving on to the site(s) all Contractor's equipment required; installing/providing temporary power, water, etc. as may be required; providing all on-site communications equipment or facilities; attending preconstruction and regular scheduling meetings; having all OSHA required notices and establishment of a safety program; and; beginning work on the project.

Demobilization shall include, but shall not be limited to, removal of all equipment, unused materials, all temporary facilities, job trailers, and any other items, facilities, tools or materials used on the site by the Contractor. The entire project shall be left in a condition that will present a pleasing appearance as viewed in general and in a manner satisfactory to District.

Mobilization/Demobilization shall be paid for at the contract lump sum price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in mobilization and demobilization.

#### **Bid Item No. 2 – Fencing - Split Rail Fencing – Three Rail Style**

This bid item shall consist of the construction of new, split rail fencing (three rail type) where shown on the contract drawings. This bid item shall include furnishing and installing all posts, rails, mounting brackets, hardware and fasteners as necessary, and other required materials, plus excavation, dispersal of excess native material, surface restoration and cleanup for a complete installation as described herein or as shown on the Drawings.

New Split Three Rail Style Fencing shall be paid for at the contract price per **linear foot** of fencing installed, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and all other incidental costs involved with performing the work.

#### **Bid Item No. 3 – Wire Fencing**

This bid item shall consist of the construction of fencing (3-strand barbed and wire hog wire combination). This bid item shall include furnishing and installing all wire, wire mesh, barbed wire, posts, rails, mounting brackets, hardware and fasteners as necessary, and other required materials, plus excavation, concrete, removal of excess material, surface restoration and cleanup for a complete installation as described herein or as shown on the Drawings.

Wire Fencing shall be paid for at the contract price per **linear foot** of fencing installed, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and all other incidental costs involved with performing the work.

#### **Bid Item No. 4 – Ranch Gate – Tube Gate (12'w x 52"h)**

This bid item shall consist of the installation of steel ranch gate and posts in the numbers and locations shown on the contract drawings. This bid item shall include furnishing and installing steel gates, hardware, fasteners, posts, latches, locks, concrete, coatings, and other materials as required, plus surface restoration and clean-up for a complete installation as described herein or as shown on the Drawings.

Steel Ranch Gate (12'w x 52"h) shall be paid for at the contract price per **each**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and all other incidental costs involved with performing the work.

**Bid Item No. 5 – Equestrian Gate – Tube Gate (6’w x 48”h)**

This bid item shall consist of the installation of steel equestrian gates and posts in the numbers and locations shown on the contract drawings. This bid item shall include furnishing and installing steel gates, hardware, fasteners, posts, latches, locks, concrete, coatings, and other materials as required, plus surface restoration and clean-up for a complete installation as described herein or as shown on the Drawings.

Steel Equestrian Gate (6’w x 48”h) shall be paid for at the contract price per **each**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and all other incidental costs involved with performing the work.

**Bid Item No. 6 – Frameless Gate – Wire and Post (8’w x 48”h)**

This bid item shall consist of the installation of wire and wood frameless gate and posts in the numbers and locations shown on the contract drawings. This bid item shall include furnishing and installing gates, hardware, fasteners, posts, latches, locks, concrete, coatings, and other materials as required, plus surface restoration and clean-up for a complete installation as described herein or as shown on the Drawings.

Frameless Gate (8’w x 48”h) shall be paid for at the contract price per **each**, which price shall include full compensation for furnishing all labor, materials, tools, and equipment, and all other incidental costs involved with performing the work.

**Bid Item No. 7 – Hauling Water into Project Location for all Concrete (Post Footings)**

This bid item shall consist of hauling water into site. Contractor shall arrange to provide water for construction and other purposes and pay the costs for water used, related charges, permit and connection fees, if any.

Hauling water for project shall be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all work involved in bringing water onto the site for the project.

**PRODUCTS (NOT USED)**

**EXECUTION (NOT USED)**

END OF SECTION



**EXHIBIT A.2****2.1 SPLIT RAIL FENCING**Part 1 - GENERAL

- 1.01 Scope: The work includes, but is not necessarily limited to, the furnishing and installation of all split rail fencing as shown and noted on the drawings and specifications herein.
- 1.02 Codes and Standards: All fencing materials and their applications shall be in accordance with the applicable requirements of the "Uniform Building Code".
- 1.03 Submittals: The Contractor shall submit shop drawings of all fencing components to the County for approval.

Part 2 -PRODUCTS

- 2.01 Fencing shall be split rail western red cedar three rail 8' standard rails, and 6'-6" posts. Split rail fencing shall be obtained from Burgess Lumber (707) 542-5091 or approved equal.
- 2.02 Footing shall be constructed of compacted native fill.

Part 3 - EXECUTION

- 3.01 Posts: All split rail fence posts shall be straight and true. All bottoms of holes to be in natural grades. The finished height of the fence shall be a minimum of 42" above natural grade.
- 3.02 Post Spacing & Setting: Space line posts at intervals not exceeding eight (8) feet on center. Posts shall be spaced so that the rails fit snugly into the doweled areas of the posts.
- 3.03 Footings shall be dug a minimum of 36" deep and 12" wide in undisturbed sub-grade. Place the posts in the footing holes and compact native 6" layer of soil around posts. Plumb posts and continue compacting native soil in six-inch layers, holding the posts plumb until the specified depth for the footings is achieved. Place rails in posts and locate next post to provide a tight fit of rails between posts.

## 2.2 WIRE FENCING

### Part 1 - GENERAL

- 1.01 Scope: The work includes, but is not necessarily limited to, the furnishing and installing of all wire fence, posts, and H-braces, breakaway fence, and frameless gate as shown and noted on the Drawings and Specifications herein.
- 1.02 Codes and Standards: All fencing materials and their applications shall be in accordance with the applicable requirements of the "Uniform Building Code."
- 1.03 Submittals: The Contractor shall submit shop drawings of all fencing & gate components to the County for approval.

### Part 2 -PRODUCTS

- 2.01 All posts, shall be:
  - Corner, End, H-Brace, Line, & Gate Posts: 8'x6" treated peeler core.
  - Line T-Posts: 6' studded T-post 1.33lb/1' - green painted
- 2.02 All wire shall be:
  - Smooth Wire - #12.5 gauge galvanized finish.
  - Barbed Wire - #12.5 gauge 4pt. barbed wire with 5" spacing, galvanized finish.
  - Hog Wire - Class 1 galvanized 14 gauge 4"x4" hinge lock woven wire mesh with 12g top and bottom wire.
- 2.03 Concrete at footings shall be Quikrete fast setting concrete mix (No. 1004-51).

### Part 3 - EXECUTION

- 3.01 Footing: Post hole size shall be a minimum thirty- nine inches (39") deep and twelve (12") inch diam. with minimum. three (3") inches of half (1/2 ")inch gravel at bottom of each footing, set post on gravel plumb and true, pour in mixed quickrete approx 3 - 80lb bag per hole, brace post until set. Water for concrete cannot be obtained from the site. It must be hauled in from an off-site source.
- 3.02 Framing: All framing shall be straight and true. All bottoms of holes to be in natural grades. All holes dug deeper than shown or dug in fill areas shall be dug another foot deeper and the bottoms compacted. All holes to be wetted down thoroughly prior to concrete pouring.
- 3.03 Post Spacing & Setting: Space line t-posts at intervals not exceeding ten feet (10') or as shown on the drawings. Set line wood peeler core post fifty foot (50') on center minimum, plumb, and maybe set in compact native. Set terminal, gate and pull posts plumb in concrete footings.

## 2.3 GATE

### PART 1 - GENERAL

- 1.01 Scope: Furnish and install gates, swing posts, and stop posts, wire to connect to existing adjacent wire fence.
- 1.02 Codes and Standards: All fencing materials and their applications shall be in accordance with the applicable requirements of the "Uniform Building Code."
- 1.03 Submittals: The Contractor shall submit shop drawings of all fencing & gate components to the County for approval.

### PART 2 - MATERIALS

- 2.01 All gates shall be:
  - Ranch Gate - One 12'w x 52"h Powder River 1600 Tube Gate Powder Coat Powder River Green or approved equal.
  - Equestrian Gate – One 6'w x 48" – Powder River 1600 Tube Gate Powder Coat – Powder River Green or approved equal.

Provide concrete footing and all fittings as indicated on drawings and as specified herein and in the Standard Specifications. Water for concrete cannot be obtained from the site. It must be hauled in from an off-site source.

Include installation of modified gate latch as shown in Drawing Sheet 12.

### 3.02 INSTALLATION

Gates, swing posts, stop posts, wire to connect existing adjacent wire fence and all other fittings shall be constructed in accordance with the detail drawings.

END OF SECTION

**EXHIBIT B****Payment Terms**

Within fifteen (15) business days following the satisfactory completion of the Work, including the review and written approval of the completion of the project by the District's engineer, ("Final Completion"), Contractor shall be paid a lump sum amount of \$ 45,579.00 ("Contract Sum") as full compensation for furnishing of all overhead, labor, materials, tools, equipment, and appurtenances necessary to complete the Work in accordance with the requirements of the Agreement; for all loss and/or damage, arising out of the Work, or from actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by District; for all risks of every description connected with the Work; and for all expenses incurred by or in consequence of the suspension of discontinuance of the Work.

Contractor shall not be entitled to any extra payment for extra work unless: (1) the extra work was requested by District; and (2) a written change order has been executed by both Contractor and District.

END OF SECTION

## EXHIBIT C

## Insurance Requirements

Ver. 06/13/13

## SUPPLEMENTARY CONDITIONS – INSURANCE

I. **Contractor - Required Insurance**

Contractor shall furnish to District satisfactory proof that Contractor has obtained the following insurance as specified below.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

1. **Workers Compensation Insurance & Employers Liability Insurance**

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against District.
- d. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement, and
  - ii. Certificate of Insurance.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.

2. **General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
- b. Minimum Limits: The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Contractor.
  - i. Projects under \$1,000,000: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Contractor is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the District.
  - d. Insurance shall be maintained for the entire period of the Work including any warranty period. Completed operations insurance shall be maintained after the end of the warranty period for the additional periods specified below:
    - i. Projects under \$1,000,000: one (1) year after the end of the warranty period.
  - e. The District its Board of Directors, and their employees, representatives, consultants, and agents, shall be additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of the Contract Documents. Additional insured status shall continue for the periods specified in Section 2.d. above.
  - f. The county of Sonoma shall be additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
  - g. Mr. Daniel and Mrs. Martha Skiles shall be additional insureds for liability arising out of Contractor's ongoing operations (ISO endorsement CG 20 26, Additional Insured – Designated Person or Organization, or equivalent).
  - i. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
  - j. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - k. The policy shall not exclude injury or damage caused by, or resulting from, explosion, collapse and/or underground hazards.
  - l. The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
  - m. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
  - n. The policy shall cover inter-insured suits between Contractor and the additional insureds and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
  - o. Required Evidence of Insurance:
    - i. Additional insured endorsements or policy language granting additional insured status;
    - ii. Endorsement or policy language indicating that insurance is primary and non-contributory; and
    - iii. Certificate of Insurance.
- 3. Automobile Liability Insurance**
- a. Minimum Limits:
    - i. Projects under \$1,000,000: \$1,000,000 combined single limit per accident.
  - b. Insurance shall apply to all owned, hired and non-owned vehicles.
  - c. The District, its Board of Directors, and their employees, representatives, consultants, and agents shall qualify as insureds.
  - d. Insurance shall be maintained for the entire term of this Contract, including any warranty period.
  - e. Required Evidence of Insurance:
    - i. Endorsement or policy language indicating that District, its Board of Directors, and their employees, representatives, consultants, and agents, are insureds; and
    - ii. Certificate of Insurance.

Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.

3. Minimum Automobile Liability Limits: \$1,000,000 combined single limit per accident.
4. Minimum Employers Liability Limits: \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
5. Professional Liability/Errors & Omissions Insurance (*Required for any architect, engineer, surveyor or other licensed professional engaged by Contractor to perform portions of the Work*)
  - a. Required Evidence of Insurance: Certificate of Insurance.

**III. Builders Risk**

With respect to Work under this Contract, District shall maintain "All-Risk" Course of Construction insurance as follows:

1. Insured Property shall include: (1) Real property in Course of Construction; (2) building materials and supplies intended to be in or on the completed Work located at the Site, in storage or in transit, and whether or not owned or paid for by District; (3) fixtures and machinery intended to be in or on the completed Work; (4) scaffolding, cribbing, fencing, forms and temporary trailers, while located on the Site, in storage or in transit.
2. The limit of insurance shall be the full contract value.
3. Responsibility for paying deductibles is as follows:

<b>Contract Value or Description</b>	<b>Contractor's Responsibility for Deductible: Earthquake and Flood</b>	<b>Contractor's Responsibility for Deductible: Other Insured Perils</b>	<b>District's Responsibility for Deductible</b>
Job Order Contract (JOC) - \$1,000,000	First \$10,000	First \$5,000	Balance of Deductible

4. Contractor and Subcontractors of all tiers shall be additional insureds.
5. Excluded property: equipment, tools and personal effects belonging to Contractor or Subcontractors of all tiers.
6. Insured perils: All Risks of Direct Physical Damage or Loss, including flood and, for scheduled locations, earthquake, except as excluded.
7. Exclusions may include, but are not limited to:
  - a. Loss due to wear and tear, moth, vermin, termites, insects, latent defects, gradual deterioration, wet or dry rot, rust, corrosion, erosion or normal settling, shrinkage and/or expansion of buildings or foundations.
  - b. Loss or damage due to contaminants and/or pollutants. However, fire losses arising directly or indirectly from pollutants or contaminants are covered.
  - c. Loss of use or occupancy or consequential loss.
  - d. Liquidated damages and/or penalties for delay or detention in connection with guarantees of performance or efficiency.
  - e. Loss or damage caused by or resulting from infidelity or dishonesty on the part of any insured or the employees or agents of any insured.
  - f. Inventory shortage or unexplained disappearance.
8. A copy of District's Course of Construction Insurance, including all policy coverages, conditions and exclusions, shall control in the event of any conflict with the language of these Supplementary

**6. Increase of Minimum Limits**

Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

**7. Standards for Insurance Companies**

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

**8. Documentation**

- a. The Certificate of Insurance shall include the following reference:  
**North Sonoma Mountain Trail Fencing Project**
- b. Contractor agrees to maintain current Evidence of Insurance on file with District for the periods specified above in Sections 1-5. Any requirement to maintain insurance after Final Completion of the Work, including providing Certificates evidencing required Insurance, shall survive the Contract.
- c. Required Evidence of Insurance shall be submitted to Sonoma County Agricultural Preservation and Open Space District,  
**Mendocino Avenue, Suite 100  
Attn: Sarah Bailly  
747 Mendocino Ave, Suite 100,  
Santa Rosa, Ca. 95401-4580**
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

**9. Material Breach**

If Contractor fails to maintain Insurance which is required pursuant to the Contract Documents, it shall be deemed a material breach. District, at its sole option, may terminate the Contract for default and obtain damages from Contractor resulting from said breach. Alternatively, District may purchase the required Insurance, and without further notice to Contractor, District may deduct from sums due to Contractor any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District under the Contract Documents or Law.

**II. Subcontractors - Required Insurance**

With respect to their portion of the work, subcontractors of all tiers shall maintain the same insurance required to be maintained by contractor with limits as follows:

1. Minimum General Liability Limits for Framing, Mechanical, and Electrical Subcontractors:
  - a. Projects under \$1,000,000: 1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
2. Minimum General Liability Limits for all Subcontractors other than Framing, Mechanical, and Electrical Subcontractors: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000



FINAL

Conditions. Upon request, District will provide a Certificate of Property Insurance.

END OF SECTION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rogers & Young Insurance Services 800 Edgewood Place P.O. Box 1738 Windsor CA 95492	<b>CONTACT NAME:</b> Stephanie Weinmann <b>PHONE (A/C, No. Ext):</b> (707) 687-2200 <b>FAX (A/C, No.):</b> (707) 687-2021 <b>E-MAIL ADDRESS:</b> stephanie@rogers-young.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b> Hanford Applied Restoration & Conservation 23195 Maffei Road Sonoma CA 95476	<b>INSURER A:</b> TRAVELERS INDEMNITY CO OF CT <b>NAIC #</b> 25682
	<b>INSURER B:</b> Travelers Property Casualty Co <b>25674</b>
	<b>INSURER C:</b> State Compensation Ins Fund <b>160</b>
	<b>INSURER D:</b> Westchester Surplus Lines Co <b>10172</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

COVERAGES CERTIFICATE NUMBER: 13-14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			DTE-CO-7569L331-TIL-13	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> \$1,000 PD Ded Per Occ						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> XC&U Incl in GL Form						GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			DT-810-7569L331-TCT-13	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea-accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB			DTSM-CUP-7569L331-TIL-13	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 10,000,000
	EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			850-509864-13	10/1/2013	10/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liab - Occ Form			G27088326 001	11/1/2013	11/1/2014	Each Pollution Condition \$1,000,000
	\$5,000 Deductible						General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Sonoma County Agricultural Preservation and Open Space District, it's Board of Directors, and their employees, representatives, consultants and agents, The County of Sonoma, Daniel & Martha Skiles are named as additional insured per the attached endorsement. Waiver of subrogation applies to WC & GL.  
RE: North Sonoma Mountain Trail Fencing Project. Cancellation: Subject to 10 days notice for non-payment of premium.

<b>CERTIFICATE HOLDER</b> Sonoma County Agricultural Preservation and Open Space District 747 Mendocino Ave, Ste 100 Santa Rosa, CA 95401	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Steve Rogers / STEPH



WAIVER OF SUBROGATION  
BLANKET BASIS

REP B5  
850-13 509864  
NEW  
NA  
3-12-23-12  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE OCTOBER 1, 2013 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE AND EXPIRING OCTOBER 1, 2014 AT 12.01 A.M.  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

HANFORD APPLIED RESTORATION &  
23195 MAFFEI ROAD  
SONOMA, CA 95476

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**BLANKET ADDITIONAL INSURED  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
  3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
  4. As a condition of coverage provided to the additional insured by this endorsement:
    - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

## COMMERCIAL GENERAL LIABILITY

- I. How, when and where the "occurrence" or offense took place;
  - II. The names and addresses of any injured persons and witnesses; and
  - III. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3, above.

5. The following definition is added to SECTION V, - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS XTEND ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>A. Aircraft Chartered With Pilot</li> <li>B. Damage To Premises Rented To You</li> <li>C. Increased Supplementary Payments</li> <li>D. Incidental Medical Malpractice</li> <li>E. Who Is An Insured – Newly Acquired Or Formed Organizations</li> <li>F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries</li> <li>G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises</li> </ul> | <ul style="list-style-type: none"> <li>H. Blanket Additional Insured – Lessors Of Leased Equipment</li> <li>I. Blanket Additional Insured – States Or Political Subdivisions – Permits</li> <li>J. Knowledge And Notice Of Occurrence Or Offense</li> <li>K. Unintentional Omission</li> <li>L. Blanket Waiver Of Subrogation</li> <li>M. Amended Bodily Injury Definition</li> <li>N. Contractual Liability – Railroads</li> </ul> |
|--|---|

### **PROVISIONS**

#### **A. AIRCRAFT CHARTERED WITH PILOT**

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

#### **B. DAMAGE TO PREMISES RENTED TO YOU**

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

### **INJURY AND PROPERTY DAMAGE LIABILITY:**

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of SECTION III - LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
- ### 4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
- ### 5. The following is added to the DEFINITIONS Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
  - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
- ### 6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for "premises damage";  
or
- ### 7. Paragraph 4.b.(1)(c) of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

#### 1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGE:

b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

#### 2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS - COVERAGES A AND B of SECTION I - COVERAGES:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### D. INCIDENTAL MEDICAL MALPRACTICE

#### 1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

#### 2. The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

(i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or

(ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

## COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

### **Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

### **E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

### **F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.



## COMMERCIAL GENERAL LIABILITY

### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. The following provisions apply to Paragraph a, above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
  - (a) Any individual who is:
    - (i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company; or

(iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

- A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage:**
- B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

**2. Exclusions**

This insurance does not apply to:

**Fungi or Bacteria**

- a. "Personal injury" or "advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

- C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**EXHIBIT D  
BOND FORMS**

Bond Number: 070018212  
Premium: \$1,139.00

**EXHIBIT D.1  
CONSTRUCTION PERFORMANCE BOND**

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated April 23, 2014 [Enter Date], is in the penal sum of \$45,579.00 [Enter Amount] [which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to Hanford Applied Restoration & Conservation [Insert Name of Contractor], ("Contractor"), The Ohio Casualty Insurance Company [Insert Name of Surety], ("Surety"), the Sonoma County Agricultural Preservation and Open Space District ("District") or other party shall be considered plural where applicable.

CONTRACTOR: SURETY:

[Enter Contractor Name] [Enter Surety Name]

Hanford Applied Restoration & Conservation The Ohio Casualty Insurance Company  
Name Name

[Enter Address] [Enter Principal Place of Business]

23195 Maffei Road 71 Stevenson Street, Suite 600  
Address Principal Place of Business

Sonoma, CA 95476 San Francisco, CA 94105  
City/State/Zip City/State/Zip

CONSTRUCTION CONTRACT:

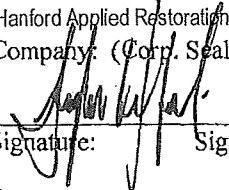
**NORTH SONOMA MOUNTAIN TRAIL FENCE PROJECT**  
**Contract # 140194 (ppp547C)**

at 6560 Sonoma Mountain Road, Santa Rosa, California;  
dated April 22, 2014, in the Amount of \$ 45,579.00 (the "Penal Sum")  
Forty-Five Thousand Five Hundred Seventy-Nine and 00/100

CONTRACTOR AS PRINCIPAL SURETY

Hanford Applied Restoration & Conservation  
Company: (Corp. Seal)

The Ohio Casualty Insurance Company  
Company: (Corp. Seal)

  
Signature: \_\_\_\_\_

  
Signature: \_\_\_\_\_

**DOUGLAS HANFORD, PRESIDENT**  
Name and Title: \_\_\_\_\_

Donna L. Welsh, Attorney-in-Fact  
Name and Title: \_\_\_\_\_

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.

2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.

3. If there is no District Default, Surety's obligation under this Bond shall arise after:

3.1 District has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and

3.2 District has agreed to pay the Balance of the Contract Sum:

3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or

3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.

4. When District has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:

4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract (but District may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without District's consent; or

4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to District for a contract for performance and completion of the

Construction Contract and, upon determination by District of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to District the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with District, determine in good faith its monetary obligation to District under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to District with full explanation of the payment's calculation. If District accepts Surety's tender under this paragraph 4.4, District may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If District disputes the amount of Surety's tender under this paragraph 4.4, District may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from District to Surety demanding that Surety perform its obligations under this Bond. At all times District shall be entitled to enforce any remedy available to District at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, and advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;

6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).

7. No right of action shall accrue on this Bond to any person or entity other than District or its successors or assigns.

8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Agreement, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such change, alteration, Modification, deletion or addition is a cardinal change.

9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between District and Contractor regarding the Construction Contract, or in the courts of the District of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from District to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided the Agreement. Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

12.1 Balance of the Contract Sum: The total amount payable by District to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.

12.2 Construction Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Agreement and changes thereto.

12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in the Agreement.

12.4 District Default: Material failure of District, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of MARIN

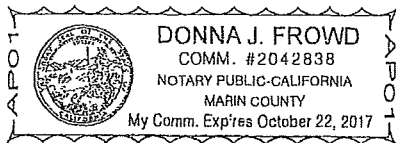
On April 23, 2014 before me, Donna J. Frowd, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6471666

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

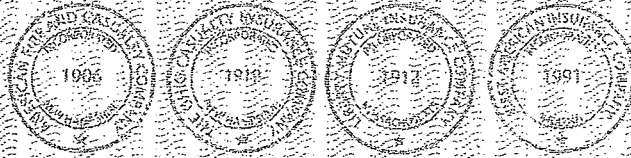
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Debbie L. Welsh; Donna J. Erowd; Donna L. Welsh; Michael Brophy McGowan; Susan J. McGowan

all of the city of Novato state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12: Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

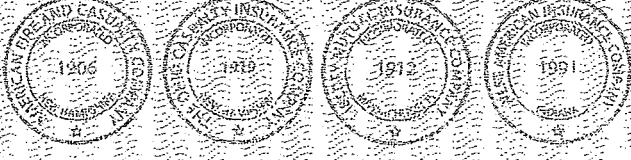
ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of April, 2014



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-932-2929 between 9:00 am and 4:30 pm EST on any business day.

FINAL

Bond Number: 070018212

Premium: Included in Performance Bond

**EXHIBIT D.2  
CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated April 23, 2014 [Insert Date], is in the penal sum of \$45,579.00 [Insert one hundred percent of Contract Sum] and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs I through 13, attached to this page. Any singular reference to Hanford Applied Restoration & Conservation [Insert Name Of Contractor], ("Contractor"), The Ohio Casualty Insurance Company [Insert Name Of Surety], ("Surety"), the Sonoma County Agricultural Preservation and Open Space District ("District") or other party shall be considered plural where applicable.

CONTRACTOR: SURETY:

[Enter Contractor Name] [Enter Surety Name]

Hanford Applied Restoration & Conservation      The Ohio Casualty Insurance Company  
Name                      Name

[Enter Address]              [Enter Principal Place of Business]

23195 Maffei Road                      71 Stevenson Street, Suite 600  
Address                      Principal Place of Business

Sonoma, CA 95476                      San Francisco, CA 94105  
City/State/Zip                      City/State/Zip

CONSTRUCTION CONTRACT:

**NORTH SONOMA MOUNTAIN TRAIL FENCE PROJECT**  
**Contract # 140194 (ppp547C)**

at 6560 Sonoma Mountain Road, Santa Rosa, California;  
dated April 22, 2014, in the Amount of \$ 45,579.00 (the "Penal Sum")  
Forty-Five Thousand Five Hundred Seventy-Nine and 00/100

CONTRACTOR AS PRINCIPAL SURETY

Hanford Applied Restoration & Conservation      The Ohio Casualty Insurance Company  
Company: (Corp. Seal)      Company: (Corp. Seal)

Signature:       Signature: 

DOUGLAS HANFORD, PRESIDENT      Donna L. Welsh, Attorney-in-Fact  
Name and Title:                      Name and Title:

## BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to District, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
  - 2.2 Defends, indemnifies and holds harmless District from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided District has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no District Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants . If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, et seq., Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements .
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond .
7. District shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. This Bond shall inure to the benefit of the Claimants. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

### 13. Definitions.

13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).

13.1.2 Construction Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Agreement and changes thereto.

13.1.3 District Default: Material failure of District, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of MARIN

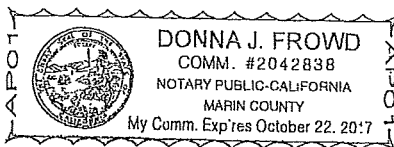
On April 23, 2014 before me, Donna J. Frowd, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(seal)

Signature Donna J. Frowd



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6471667

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire; that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts; and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Debbie L. Welsh; Donna J. Frowd; Donna L. Welsh; Michael Brophy-McGowan; Susan J. McGowan

all of the city of Novato, state of CA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of February, 2014.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 28th day of February, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS - Section 12: Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts - SECTION 5: Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation -** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization -** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of April, 2014



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-800-638-6388 or contact the Notary Public at 11111 EST on any business day.

**EXHIBIT E**  
**CLARIFICATION AND MODIFICATION PROCEDURES**

**PART 1 GENERAL**

**1.1 SUMMARY**

This document includes a description of general procedural requirements for clarifications, alterations, modifications, and extras (hereinafter referred to as the "Procedure").

**1.2 GENERAL**

1.2.A. Any change in scope of Work or deviation from Agreement including, without limitation, extra Work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Agreement.

1.2.B. Only Contractor or District may initiate changes in scope of Work or deviation from Agreement.

1. Contractor may initiate changes by submitting RFIs.
  - a. RFIs shall be submitted to seek clarification of or to request changes in the Agreement.
2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration, regardless of the number of RFIs submitted. Contractor shall be responsible for both District and its Architect's, Engineer's, and Consultant's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Agreement, as determined by District; at District's discretion, such costs may be deducted from progress payments or final payment.
3. District may seek to clarify Agreement provisions by issuing Architect's Supplemental Instruction (ASI). If Contractor disagrees with ASI or believes that complying with ASI entitles it to changes in the Work or Contract Time, Contractor shall notify District in writing by submitting an RFI within ten (10) Days of receipt of the ASI.
4. District may initiate changes in the Work or Contract Time by issuing RFPs to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
5. District may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order.

**1.3 PROCEDURES**

1.3.A. Cost Proposal and Procedures: Whenever Contractor is required to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to District for consideration a Cost Proposal using the form attached to this Procedure. All Cost Proposals must contain a complete breakdown of costs of credits, deducts, and extras; itemizing materials, labor, taxes, overhead and profit; plus cost of bonds and insurance. The cost of bonds and insurance shall not be more than 2% of the total cost of materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Procedure. After receipt of a Cost Proposal with a detailed breakdown, District will act promptly thereon.



1. If District accepts a Cost Proposal, District will prepare Change Order for District and Contractor signatures.
  2. If Cost Proposal is not acceptable to District because it does not agree with cost and/or time included in Cost Proposal, District will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Procedure, Contractor shall have seven (7) Days in which to respond to District with a revised Cost Proposal.
  3. When necessity to proceed with a change does not allow District sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), District may issue CCD ordering Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.
- 1.3.B. RFI Procedures: Whenever Contractor requires information regarding the Project or Agreement, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to District. Contractor shall use RFI format provided by District. Contractor must submit time critical RFIs at least thirty (30) Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
1. District will respond within ten (10) Days from receipt of RFI with a written response to Contractor. Additionally, District may return RFI to Contractor requesting additional information from Contractor should original RFI be inadequate in describing condition. Contractor shall distribute response to all appropriate Subcontractors.
  2. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
  3. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the number .1 indicating if it is a follow-up RFI) to District clarifying original RFI.
  4. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify District in writing within seven (7) Days after receiving the response. If District disagrees with Contractor, then Contractor shall proceed with the work identified and may give notice of intent to submit a Claim as required by the Agreement, and submit its Claim within thirty (30) Days of District's response. If District agrees with Contractor, then Contractor must submit a Cost Proposal within twenty-one (21) Days of date of District's response as described in article 1.3.A above. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- 1.3.C. Supplemental Instruction: District may issue Supplemental Instruction to Contractor.
1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then the Supplemental Instruction shall be executed without a Change Order.
  2. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall follow the procedure described in paragraph 1.3.B.4.

1.3.D. Construction Change Directives: If at any time District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, District may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to District's CCD within seven (7) Days.

1. Contractor's response must be any one of following:
  - a. Provide written response to District, accepting District's response, time, and cost.
  - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by the number .1, .2, .3, etc. for each revision), if District so requests.
  - c. Give notice of intent to submit a Claim as required by the Agreement.
2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
  - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
  - b. Unit prices stated in the Agreement or subsequently agreed upon.
  - c. Force Account.
  - d. Cost to be determined in a manner agreed.
  - e. Lump Sum.
3. Contractor's written agreement to a CCD shall be recorded in a Change Order.
4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by District on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per the claims procedure set forth in the Agreement. Contractor shall keep and present, in such form as District may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Agreement, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Procedure.
5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment after a Change Order is executed for the amount not in dispute.

1.3.E. District requested RFP: Contractor shall furnish a Cost Proposal within twenty-one (21) Days of District's RFP. Upon approval of RFP, District will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per the claims procedure specified by the Agreement. Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.3.F. All Changes:

1. Documentation of Change in Contract Sum and Contract Time:
  - a. Contractor shall maintain detailed records of Work performed on a time-and-material basis.
  - b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
  - c. Contractor shall, on request, provide additional data to support computations for:
    - 1) Quantities of products, materials, labor, and equipment
    - 2) Taxes, insurance, and bonds

- 3) Overhead and profit
  - 4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any
  - 5) Credit for deletions from Contract, similarly documented
- d. Contractor shall support each claim for additional costs and for Work performed on a Force-Account basis, with additional information including:
- 1) Credit for deletions from Contract, similarly documented
  - 2) Origin and date of claim
  - 3) Dates and times Work was performed and by whom
  - 4) Time records and wage rates paid
  - 5) Invoices and receipts for products, materials, equipment, and subcontracts, similarly documented

1.3.G. Correlation of Other Items:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

1.3.H. Responses: For all responses for which the Agreement, including without limitation this procedure, do not provide a specific time period, recipients shall respond within a reasonable time.

## 1.4 COST DETERMINATION

1.4.A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs, and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against District, its representatives or agents, whether arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Agreement.

1.4.B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Procedure)

1. Overhead and profit on labor for extra Work shall not exceed fifteen percent (15%).
2. Overhead and profit on materials for extra Work shall not exceed fifteen percent (15%).
3. Overhead and profit on equipment rental for extra Work shall not exceed fifteen percent (15%).
4. When extra Work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).
5. When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on all Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall combine markup not to exceed nineteen percent (19%) and shall be divided as mutually agreed.

6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed twenty five percent (25%) of the direct cost, notwithstanding the actual number of Contract tiers.
7. On proposals covering both increases and decreases in Contract Sum, overhead and profit shall be allowed on the net increase only as determined in this paragraph 1.4. When the net difference is a deduction, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall apply.
8. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, home office overhead, and other items as defined in paragraph 1.8 of this Procedure. No markup will be allowed on taxes, insurance, and bonds.

1.4.C. Taxes:

1. All State sales tax, use tax, and Sonoma District and applicable City sales taxes shall be included.
2. Federal and Excise tax shall not be included.

1.4.D. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:

1. Payment for equipment will be made in accordance with paragraph 1.5.C of this Procedure.
2. Payment for cost of labor will be made at no more than rates of such labor established by Department of Industrial Relations Prevailing Wage Determination for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.

1.4.E. Accord and Satisfaction: Every Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay, and any other type of claim . Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order, but must do so expressly in writing delivered concurrently with the executed Change Order, and must also submit a Claim for the reserved disputed items no later than thirty (30) Days of Contractor's first written notice of its intent to reserve rights.

## 1.5 COST BREAKDOWN

1.5.A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by District) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:

1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
2. Labor surcharge: Payments imposed by local, District, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5.A.1 of this Procedure, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

1.5.B. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales/use taxes, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to District notwithstanding fact that such discount may not have been taken.
2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
3. If cost of a material is, in opinion of District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5.B.1 of this Procedure.

1.5.C. Equipment Rental: For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by District. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by District. The following shall be used in computing rental time of equipment:
  - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be half ( $\frac{1}{2}$ ) hour of operation.
  - b. When daily rates are listed, less than four hours of operation shall be considered to be half ( $\frac{1}{2}$ ) Day of operation.
2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
  - a. District will pay for costs of loading and unloading equipment.
  - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
  - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
  - d. District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which District directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and except for District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four (4) hours for zero (0) to four (4) hours of operation, six (6) hours for four (4) to six (6) hours of operation and eight (8) hours for six (6) to eight (8) hours of operation. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

## **1.6 FORCE-ACCOUNT WORK**

- 1.6.A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by District. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Procedure.
- 1.6.B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.
- 1.6.C. Whenever any Force-Account Work is in progress, Contractor shall report to District each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day. No claim for compensation for Force-Account Work will be allowed unless report shall have been made. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in a form acceptable to District. Contractor or authorized representative shall complete and sign form each Day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size, type, and identification number of equipment and hours operated; and an indication of all Work performed by specialists.
- 1.6.D. Whenever Force-Account Work is in progress, Contractor shall report to District when seventy-five percent (75%) of the NTE amount has been expended.
- 1.6.E. Force-Account Work shall be paid as extra Work under this Procedure. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Agreement.

## **1.7 DISTRICT-FURNISHED MATERIALS**

- 1.7.A. District reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

## **1.8 OVERHEAD DEFINED**

- 1.8.A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment

for these costs separately:

1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
2. Routine field inspection of Work proposed
3. General Superintendence
4. General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation as necessary
5. Computer services
6. Reproduction services
7. Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries
8. Janitorial services
9. Temporary on-Site facilities, including for any extended periods of Contract Time
  - a. Offices
  - b. Telephones
  - c. Plumbing
  - d. Electrical: Power, lighting
  - e. Platforms
  - f. Fencing, etc.
  - g. Water
10. Home office expenses
11. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Agreement
12. Surveying
13. Estimating
14. Protection of Work
15. Handling and disposal fees
16. Final cleanup
17. Other incidental Work

## **1.9 RECORDS AND CERTIFICATION**

- 1.9.A. No payment for Force-Account Work shall be made until Contractor submits a Cost Proposal with original invoices substantiating materials and labor charges and all daily reports.
- 1.9.B. District shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for Modification of Contract, including Force-Account Work and CCD Work.
- 1.9.C. Further, District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract . If Contractor is a joint venture, right of District shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the procedures set forth herein.

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION – NOT USED**

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

**COST PROPOSAL**

**[INSERT PROJECT NAME]**

**CP Number:** \_\_\_\_\_

**Project No. [ # ]**

**Date:** \_\_\_\_\_

Sonoma County Agricultural Preservation  
and Open Space District  
747 Mendocino Ave, Suite 100  
Santa Rosa, CA 95401  
Phone (707) 565-7360  
Fax (707) 565-7359

**In Response To:** \_\_\_\_\_  
RFP#, RFI# or ASI#

**FROM:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TO:** Karen DavisBrown: Project Manager  
2300 County Center Dr #120A  
Santa Rosa, California 95403  
(707) 565-1359 ph (707) 565-3642 fax

This Cost Proposal is in response to the above referenced form.  
Brief description of change(s): \_\_\_\_\_  
Number of pages attached: \_\_\_\_\_

ITEM DESCRIPTION	PRIME CONTR	SUB 1 (NAME)	SUB 2 (NAME)	SUB 3 (NAME)	SUB 4 (NAME)	TOTAL
Material						
Direct Labor Cost						
Equipment						
Other (Specify) Extended Overhead						
Total Cost						
Subcontractor's Overhead and Profit 15% - 19% max						
Contractor's Overhead and Profit 15%						
Subcontractor Total						
O/P to Contractor For Sub-contractor's work at 5%						
Bonds and Insurance 2%						
<b>GRAND TOTAL</b>						
<b>REQUESTED CHANGE IN CONTRACT TIME</b>						<b>DAYS</b>

\_\_\_\_\_  
Contractor  
  
Date \_\_\_\_\_

\_\_\_\_\_  
District Project Manager  
 PM agrees with above proposal.  
 PM DOES NOT agree with above proposal. See attached  
  
Date \_\_\_\_\_



**EXHIBIT F**  
**CLAIMS BY CONTRACTOR/NON-JUDICIAL SETTLEMENT PROCEDURE**

**1.1 Scope**

- 1.1.A. The claim notice and documentation procedure here described (“Procedure”) applies to all claims and disputes arising under the Agreement, including without limitation any claim or dispute by any subcontractor or material supplier, and any claims arising under tort law as well as contract law . All subcontractor and supplier claims of any type shall be brought only through Contractor as provided herein. Under no circumstances shall any Subcontractor or supplier make any direct claim against District.
- 1.1.B. “Claim” means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Agreement terms, or other relief arising under or relating to Agreement. In order to qualify as a “claim,” the written demand must state that it is a claim submitted under this Procedure. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Agreement . If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Agreement by submitting a separate notice and claim in compliance with claim submission requirements herein.
- 1.1.C. The provisions of this Procedure constitute a non-judicial claim settlement procedure, and also step one of a two step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Agreement. Step two is filing a timely Government Code Section 910 claim in accordance with the California Government Code. Any Government Code Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor’s prior compliance with the claims procedure herein and previous dispositions under this Procedure.
- 1.1.D. The provisions of this Procedure shall survive termination, breach or completion of the Agreement. Contractor shall bear all costs incurred in the preparation and submission of a claim.

**1.2 Procedure**

- 1.2.A. Disputed Work. Should any clarification, determination, action or inaction by District or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Agreement in any way, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively “Disputed Work”), then Contractor shall so notify District. Contractor and District shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.
- 1.2.B. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of District. Contractor’s sole remedy for Disputed Work is to pursue the remedies in this Procedure and follow the determinations of District.

- 1.2.C. Timely Notice of Disputed Work Required. Before commencing any Disputed Work, or within ten (10) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with District stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Agreement. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for District to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.
- 1.2.D. Timely Notice of Potential Claims Required. District will review Contractor's timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Agreement, then Contractor shall so notify District, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If District should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal.) Contractor shall continue to prosecute the Disputed Work to completion.
- 1.2.E. Quarterly Claims Required. At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Contractor may have submitted in that quarter, Contractor shall submit a formal claim in the form specified herein. Contractor may file a single consolidated claim each quarter, or may file separate claims each quarter, as Contractor sees fit, provided Contractor complies with the requirements below. (Contractor may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting Contractor's position, for each notice of potential claim that Contractor intends to pursue as a formal claim (further described below).
- 1.2.F. Claim Updates Required. If Disputed Work persists longer than a single calendar quarter, then Contractor shall, every quarter until the Disputed Work ceases, submit to District a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to District quarterly.
- 1.2.G. Claim Negotiations required. Upon receipt of Contractor's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation

supporting its position as required herein, District or its designee will review the issue and render a final determination. Contractor and District may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate. District may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by District to evaluate and decide Contractor's claim.

### 1.3 Claim Format

- 1.3.A. Contractor shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.
- 1.3.B. The formal claim(s) shall list separately each notice of potential claim that Contractor intends to pursue as a formal claim(s), and for each such item separately, Contractor shall provide the following:
1. Summary of the claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
  2. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
  3. Chronology of events and correspondence;
  4. Analysis of claim merit;
  5. Analysis of claim cost; and
  6. Attach supporting cost and schedule documents as required in this Procedure and elsewhere in the Agreement.
- 1.3.C. For each notice of potential claim that Contractor intends to pursue as a formal claim, Contractor shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.
- 1.3.D. Claims shall be calculated in the same manner as Change Orders per Exhibit E (Clarification and Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE AGREEMENT (IF APPLICABLE), DISTRICT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01250 (CLARIFICATION AND MODIFICATION PROCEDURES).

### 1.4 Mediation

- 1.4.A. If Contractor's claims submitted in accordance with this Procedure at Project completion total less than \$375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Section 01410 (Regulatory Requirements).
- 1.4.B. If Contractor's claims submitted in accordance with this Procedure at Project completion exceed \$375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Agreement, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years experience in the construction

industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

### **1.5 Subcontractor Claims**

1.5.A. Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Agreement. District shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

### **1.6 Waiver**

1.6.A. If Contractor fails to comply with this Procedure as to any claim, then Contractor shall waive its rights to such claim.

1.6.B. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Procedure, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.

1.6.C. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and District must give its approval in writing (which approval may be withheld in District discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.

1.6.D. District shall not be deemed to waive or alter any provision under this Procedure, if at District's sole discretion, a claim is administered in a manner not in accord with this Procedure.

END OF SECTION



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 7  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors Sonoma County Water Agency

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency

**Staff Name and Phone Number:**

Cary Olin / (707) 521-6211

**Supervisorial District(s):**

All

**Title:** Water Education Services

### **Recommended Actions:**

Authorize Chair to execute an agreement with Gwynne Cropsey dba ZunZun to provide water education through school assemblies for the amount of \$60,000; agreement terminates on June 30, 2016.

### **Executive Summary:**

This item requests approval for the Chair to execute an agreement with Gwynne Cropsey dba ZunZun (\$60,000 through June 30, 2016) for water education school assembly services.

### **HISTORY OF ITEM/BACKGROUND**

The Sonoma County Water Agency (Water Agency) State Water Resource Control Board National Pollutant Discharge Elimination System permits impose educational and outreach requirements on the Water Agency. By contracting for a School Assembly Program, the Water Agency's Education Program (Education Program) is able to substantially increase the Water Agency's ability to promote and encourage water conservation, pollution prevention, and stewardship of our local watersheds.

The Education Program is a comprehensive approach to helping educators teach students the value of water as an important natural resource. Water-use efficiency and stewardship of local watersheds are promoted throughout the Education Program. Students are encouraged to use water wisely and make environmentally sustainable choices to help secure a reliable source of freshwater now and in the future. The School Assembly Program is one component of the overall Education Program.

Since 2006, the Water Agency has hired a consultant to provide School Assembly Program services to engage students with performances focused on sustainability, water pollution, recycling, watershed ecology, storm drain run-off, sanitary sewer systems, recycled water, and water conservation. Students and teachers are active participants in the assemblies, and students learn how their actions impact the environment around them and what they can do to help preserve and protect their local watersheds. Since 2006, the School Assembly Program has conducted 281 performances reaching 69,420 elementary

and middle school students in our service area.

The School Assembly Program meets State of California Science Standards and makes students aware of the geography of their watershed, their drinking water source, and their ability to positively impact the Russian River Watershed.

#### SELECTION PROCESS

On March 10, 2014, Water Agency issued a Request for Proposals to five firms.

The five firms listed below submitted proposals:

1. Earth Capades, Pacifica, CA
2. Rock Steady Juggling, El Granada, CA
3. ZunZun, Santa Cruz, CA
4. Shows that Teach, Woodland, CA
5. The Banana Slug String Band, Santa Cruz, CA

The following criteria were used to evaluate each firm:

- a) Responsiveness to the program requirements
- b) Professional qualifications and overall performance commitment
- c) Demonstrated ability to perform the work in accordance with good practices common to the industry
- d) Time required
- e) Exceptions to agreement terms
- f) Local Service Provider Preference (5%)

Gwynne Cropsey dba ZunZun (Consultant) was selected to perform the work because Consultant could provide Water Agency specific program content meeting the Water Agency's National Pollutant Discharge Elimination System permit educational and outreach requirements. Consultant performed work for the Water Agency in the past that provides unique knowledge and experience above the other firms. Consultant's performances are also bi-lingual, an important component in addressing the cultural diversity of Sonoma County elementary students. The Water Agency is unable to produce the School Assembly Program performances with current personnel.

#### SERVICES TO BE PERFORMED

Under the proposed agreement, the Consultant will conduct assembly performances at 25 Sonoma and northern Marin county elementary schools in the Water Agency's service area during the 2014/2015 and 2015/2016 school years.

The cost of services will not exceed \$30,000 in fiscal year 2014/2015 and \$30,000 in fiscal year 2015/2016; the term end date is June, 30 2016. The total agreement amount is \$60,000.

#### **Prior Board Actions:**

09/11/2012: Approved agreement between Water Agency and Gwynne Cropsey dba ZunZun for Agreement for Water Education School Assembly Program. Cost \$60,000; term end June 30, 2014.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The Education Program supports the County’s goal of protecting watersheds and reducing water usage through public education and outreach.

Water Agency Organizational Goals and Strategies, Goal 3: Increase outreach to community and employees.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 30,000	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 30,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 30,000</b>	<b>Total Sources</b>	<b>\$ 30,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Funding for the 2014-2015 school year in the amount of \$30,000 has been budgeted in the FY 2014/2015 budget; General Fund 672015 (\$15,000), Flood Zone 1A 6732202(\$10,000), Flood Zone 2A 673301 (\$2500), Flood Zone 3A 673400 (\$2500).  
 FY 2015/2016 appropriation of \$30,000 will be budgeted in that fiscal year.

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

None

**Related Items “On File” with the Clerk of the Board:**

Agreement (4 copies)



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 8  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):**

**Staff Name and Phone Number:**

Marcus Trotta/547-1978

**Supervisorial District(s):**

Second

**Title:** Petaluma Valley Groundwater Study

### **Recommended Actions:**

a) Authorize Water Agency's General Manager to execute a cooperative agreement between the City of Petaluma and the Water Agency to jointly provide funding and support information for the Petaluma Valley Groundwater Study for the amount of \$954,176; agreement terminates on December 31, 2017; b) Authorize Water Agency's General Manager to execute a Funding Agreement between the United States Geological Survey and the Water Agency for the implementation of the Petaluma Valley Groundwater Study for the amount of \$1,228,797 (including \$274,621 in federal matching funds); agreement terminates on December 31, 2017; c) Authorize the General Manager to amend the agreements provided the amendments do not cumulatively increase the total cost to the Water Agency by more than \$10,000 per agreement and do not substantially change the scope of work; d) Authorize the Water Agency's General Manager to terminate the Joint Funding Agreement, if appropriate.

### **Executive Summary:**

The recommended actions associated with this item will authorize funding for a technical study of the groundwater resources of Petaluma Valley by the United States Geological Survey. Funding for the study will be contributed by the City of Petaluma, the Water Agency and the United States Geological Survey under the proposed agreements.

### HISTORY OF ITEM/BACKGROUND

Pursuant to Board of Directors (Board) direction on January 25, 2000, the Sonoma County Water Agency (Water Agency) has developed and implemented a program to enhance the current knowledge regarding groundwater resources within Sonoma County. The approach for the program is to conduct scientific basin-wide technical studies for four of the largest and most heavily developed groundwater basins in Sonoma County (Alexander Valley, Petaluma Valley, Santa Rosa Plain, and Sonoma Valley) to provide an objective, comprehensive, and scientifically based evaluation of groundwater conditions. Once completed, the evaluations can form a basis for subsequent groundwater management planning activities which emphasize local and regional coordination and collaboration (should basin stakeholders



and the Board support the development of a management planning process).

Following this approach, Water Agency staff worked with scientists from the United States Geological Survey to develop a cooperative technical study program to evaluate groundwater resources in the Alexander Valley, Santa Rosa Plain, and Sonoma Valley groundwater basins. The United States Geological Survey technical studies for Alexander Valley and Sonoma Valley groundwater basins were completed in 2006. The United States Geological Survey technical study for the Santa Rosa Plain commenced in 2006 and was completed in 2014. Conducting a groundwater study of the Petaluma Valley represents the fourth and final area originally scoped for the cooperative United States Geological Survey study program.

The Water Agency provides potable water to the City of Petaluma (City) via its transmission system. The City utilizes groundwater pumped from the Petaluma Valley Groundwater Basin (Basin) as a supplemental source of water supply. A comprehensive study of the Basin was last completed in 1982 by the Department of Water Resources in cooperation with the Water Agency.

Water Agency, City, and the United States Geological Survey have proposed a study to evaluate the groundwater resources of the Basin. The objective of the study is to develop an updated assessment of the hydrogeology, geochemistry, and geology of the Petaluma Valley, including development of a geographical information system database, collection, and interpretation of water quality data and streamflow measurements, estimates of groundwater recharge and annual groundwater pumping, and development of a computer model to simulate groundwater flow.

#### PROPOSED AGREEMENTS

##### Cooperative Agreement with City of Petaluma for Implementation of Study

The purpose of this Cooperative Agreement is to 1) provide a funding mechanism by which \$954,176 is contributed by City and Agency to pay for the study, or \$477,088 each over the three-year study period; and 2) establish a working relationship among technical staff, together with tools and protocols that will be necessary for the success of the study, as well as any future groundwater management strategies. This agreement assumes that \$274,621 of funding from the United States Geological Survey will also support the project. On June 2, 2014, the Petaluma City Council authorized its City Manager to execute the Cooperative Agreement.

The Water Agency will act as liaison with United States Geological Survey; prepare initial GIS data; and provide technical review, project management, and project coordination. This responsibility includes coordinating necessary technical review meetings and providing at least quarterly status updates to City. Water Agency also will coordinate with City and assist with data acquisition; distribute draft copies of reports received from United States Geological Survey to City, notifying the City of any United States Geological Survey requirement regarding confidentiality; distribute final copies of reports received from United States Geological Survey to City; and distribute final reports to the public during the term of the study. If requested, Water Agency will assist City's staff in making any presentations to City's governing council regarding the study.

This item also seeks authorization for the Water Agency's General Manager to amend the agreement

provided amendments do not cumulatively increase the total cost to the Water Agency by more than \$10,000 and do not substantially change the scope of work.

Agreement with United States Geological Survey

Under the proposed agreement, United States Geological Survey and Water Agency will finance the three year study with the United States Geological Survey. The United States Geological Survey will provide \$274,621 and the Water Agency will provide \$954,176 (which includes \$477,048 provided by the City of Petaluma under the proposed Cooperative Agreement).

This item also seeks authorization for the Water Agency’s General Manager to amend the agreement provided amendments do not cumulatively increase the total cost to the Water Agency by more than \$10,000 and do not substantially change the scope of work.

The standard template used for professional services agreements includes the following language, “Authority to Terminate: Water Agency’s right to terminate may be exercised by Water Agency’s General Manager.” Since the subject agreement was prepared by United States Geological Survey using its form, this language is not included. Therefore, staff requests that the General Manager be authorized to terminate the agreement, if appropriate, in keeping with standard protocol.

**Prior Board Actions:**

01/25/2000: Direction from Water Agency’s Board to develop a proposed study program to evaluate groundwater resources in Sonoma County.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

County Goal 2: Economic and Environmental Stewardship. Performing the groundwater study will provide data needed to understand and sustainably manage groundwater resources in the Petaluma Valley groundwater basin.

Water Agency Water Supply Goals and Strategies, Goal 2: Protect the Water Agency's existing water rights and our clean, high-quality water supply, and improve system resiliency by continuing to develop alternative supplies.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 322,100	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Water Transmission – Recycled Water and Local Supply. Fees/Other	\$ 322,100
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 322,100</b>	<b>Total Sources</b>	<b>\$ 322,100</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

FY 2014/2015 appropriation of \$161,050 is from the Water Transmission - Recycled Water and Local Supply fund. Remaining \$161,050 for FY 2014/2015 will be funded by the City of Petaluma through the Cooperative Agreement. FY 2015/2016 and 2016/2017 appropriations will be budgeted in those fiscal years.

**Staffing Impacts**

<b>Position Title (Payroll Classification)</b>	<b>Monthly Salary Range (A – I Step)</b>	<b>Additions (Number)</b>	<b>Deletions (Number)</b>

**Narrative Explanation of Staffing Impacts (If Required):**

N/A.

**Attachments:**

None.

**Related Items "On File" with the Clerk of the Board:**

Draft City Agreement (1 copy)  
Proposed United States Geological Survey Joint Funding Agreement (1 copy)

RW\\FILESERVER\DATA\CL\AGENDA\AGREES\07-29-2014 WA PETALUMA VALLEY  
GROUNDWATER STUDY\_SUMM.DOCM

CF/47-2-21 PETALUMA, CITY OF (COOP AGREE TO PROVIDE FUNDING...) & TW 13/14-037  
(ID 4823); CF/47-2-21 US DEPARTMENT OF THE INTERIOR - USGS (JOINT FUNDING AGREE  
FOR WATER RESOURCES INVESTIGATIONS...) TW 13/14-108 (ID 4940)



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 9  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors, Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Water Agency, Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts

**Staff Name and Phone Number:**

David Royall/521-1872

**Supervisorial District(s):**

All

**Title:** Hydroseeding Services

### **Recommended Actions:**

Authorize Chair to execute an agreement with Hanford Applied Restoration & Conservation to provide hydroseeding (planting process that uses a slurry of seed and mulch) and related services for the amount of \$50,000; agreement terminates on July 1, 2016 or until agreement amount is depleted, whichever comes first.

### **Executive Summary:**

This item requests approval for the Chair to execute an agreement with Hanford Applied Restoration & Conservation (\$50,000 through June 30, 2016) for hydroseeding and related services.

### **HISTORY OF ITEM/BACKGROUND**

The Sonoma County Water Agency (Water Agency) is a wholesale water supplier and also manages eight sanitation districts throughout Sonoma County. In addition, the Water Agency provides flood control maintenance on numerous streams and channels.

From time to time the Water Agency requires hydroseeding (planting process that uses a slurry of seed and mulch) on disturbed areas throughout these facilities; area of coverage could total as much as 5 to 7 acres per construction season. The Water Agency does not have the necessary equipment to conduct this work. Therefore, the Water Agency requires experienced operators and hydroseeding equipment to provide this service in a timely manner.

### **SELECTION PROCESS**

On May 5, 2014, Water Agency issued a Request for Qualifications to 6 firms and posted publicly to the Water Agency website. The 2 firms listed below submitted Statements of Qualifications:

1. Hanford Applied Restoration & Conservation, Inc., Sonoma, CA
2. Proseed Hydroseeding & Landscaping, Philo, CA

The following criteria were used to evaluate each firm:

- a) Responsiveness to the work requirements
- b) Professional qualifications and overall performance commitment
- c) Demonstrated ability to perform the work in accordance with good practices common to the industry
- d) Time required
- e) Exceptions to agreement terms
- f) Local Service Provider Preference

Hanford Applied Restoration Conservation Inc., is recommended to perform the work because they possess experience and resources necessary to complete the type of hydroseeding services the Water Agency requires. Because of the Local Service Provider Preference policy, Hanford Applied Restoration & Conservation Inc. received five points more than Proseed Hydroseeding & Landscaping in the evaluation.

**SERVICES TO BE PERFORMED**

Under the proposed agreement, Hanford Applied Restoration Conservation Inc., will provide hydroseeding services as requested by the Water Agency for the maintenance of Water Agency property.

**Prior Board Actions:**

None.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

Water Agency efforts to obtain hydroseeding services provide increased capabilities in the maintenance of the watershed fulfilling the responsibility of the Water Agency as steward of the watersheds.

Water Agency Sanitation Goals and Strategies, Goal 1: Meet or exceed environmental regulations and public health standards.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 50,000	County General Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Zone 1A, 2A, 3A Flood Control Funds	\$ 30,000
			\$
		Sonoma Valley CSD	\$ 5,000
		Occidental CSD	\$ 5,000
		Russian River CSD	\$ 5,000
		South Park CSD	\$ 5,000
		Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 50,000</b>	<b>Total Sources</b>	<b>\$ 50,000</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

FY 2014/2015 appropriation of \$30,000 is from the Zone 1A, 2A, 3A Flood Control Funds; \$5,000 from Sonoma Valley County Sanitation District Funds; \$5,000 from Occidental County Sanitation District Funds; \$5,000 from Russian River County Sanitation District Funds; \$5,000 from South Park County Sanitation District Funds.

No additional appropriation is required.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

N/A.

**Attachments:**

None.

**Related Items "On File" with the Clerk of the Board:**

Agreement (4 copies)





## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 10  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Auditor-Controller-Treasurer-Tax Collector

**Staff Name and Phone Number:**

Kanchan Charan (707) 565-8300  
Terina Tracy (707) 565-3234

**Supervisorial District(s):**

All

**Title:** 2013 Fire Suppression Services Audit

### **Recommended Actions:**

Review and accept the Annual Report of County Service Area No. 40 – Fire Suppression Services for the fiscal year ended June 30, 2013.

### **Executive Summary:**

The Auditor-Controller-Treasurer-Tax Collector's Office conducted a financial audit of County Service Area No. 40 – Fire Services (CSA 40) for the fiscal year ended June 30, 2013.

CSA 40 is considered a Special District under Government Code Section 25214 whose affairs and finances are under the supervision and control of the Board. This code requires that regular audits are performed pursuant to Section 26909. AICPA Statement on Auditing Standards (AU-C Section 260) requires that auditor's communicate with those charged with governance. Governance is defined as "The person(s) or organization(s) with responsibility for overseeing the strategic direction of the entity and the obligations related to the accountability of the entity. For these reasons, this audit is presented to the Sonoma County Board of Supervisors.

Our audit included a review of policies, procedures and transactions for cash receipts, accounts receivable, cash disbursements, payroll and capital assets as well as findings and recommendations. Our purpose was to express an opinion on whether the financial statements were prepared in accordance with generally accepted accounting principles.



## Financial Highlights

- The assets of CSA No. 40 exceeded their liabilities at the close of the most recent fiscal year by \$4,567,161 (net position). Of this amount, \$2,901,656 (unrestricted net position) may be used to meet CSA No. 40's ongoing operations.
- CSA No. 40's total net position decreased by \$253,937. This decrease is the result of expenses exceeding revenues in the governmental activities.
- As of the close of the current fiscal year, CSA No. 40 reported an ending fund balance of \$3,430,600, an increase of \$88,371, in comparison with the prior year. Approximately 93.6% of this amount is available for spending at CSA No. 40's discretion (unassigned fund balance).
- At the end of the year unassigned fund balance was \$3,210,260 or 72.2% of the total general fund expenditures of \$4,447,771.
- CSA No. 40's long-term liabilities increased by \$241,752.

Internal audit's findings and recommendations are documented in detail in the Required Communications of Internal Control Related Matters Identified in the Audit to Management and Those Charged with Governance. CSA No. 40 was given the opportunity to provide a response to the findings and the actions to be taken. The response to the findings is also documented in detail in the Required Communications of Internal Control Related Matters Identified in the Audit to Management and Those Charged with Governance.

The Annual Report of County Service Area No. 40 – Fire Services for the fiscal year ended June 30, 2013, in its entirety, is on file with the clerk.

We made two recommendations for changes in CSA No. 40's procedures to improve internal controls over the preparation, review and approval of journal entries.

- 1) CSA No. 40 should establish segregation of duties between the preparation of journal entries and the responsibility for reviewing and approving of the entries.
- 2) CSA No. 40 should establish and document internal control procedures related to the recognition of capital lease proceeds.

### Prior Board Actions:

The previous audit was approved by the Board on August 20, 2013.

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

There is no fiscal impact related to accepting this audit report.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

**Related Items “On File” with the Clerk of the Board:**

- Audit Report, County Service Area No. 40 – Fire Suppression Services 2013
- Communications to those Charged with Governance and Management: County Service Area No. 40 - Fire Services



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 11  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Auditor-Controller Treasurer-Tax Collector

**Staff Name and Phone Number:**

Jonathan Kadlec 565-6124

**Supervisorial District(s):**

**Title:** 2014 Defaulted Property Tax Sale

### **Recommended Actions:**

Approval of the Resolution of the Sonoma County Board of Supervisors authorizing the sale of Tax Defaulted Property at Public Auction on or after October 18, 2014.

### **Executive Summary:**

In accordance with Revenue and Taxation Code Sections 3691 through 3694 and 3706, the Auditor-Controller Treasurer-Tax Collector (ACTTC) is required to sell at Public Auction properties that are delinquent five years or more on their secured property taxes. The Auditor-Controller-Treasurer-Tax Collector is expecting to auction as many as 176 properties this year, of which 64 are improved properties and 112 are unimproved lots.

Assesseees may avoid the sale of the tax defaulted properties by paying the full amount due and thereby redeeming the property. All redemption payments must be physically received in the office of the ACTTC before the close of business on the last business day before the date of commencement of the sale (Revenue and Taxation Code Section 3707 (b)). Upon receipt of a timely redemption, the property will be withdrawn from the sale. Notice will be given to all parties of interest and a sale list will be published in accordance with Section 3702 of the Revenue and Taxation Code.

Approval of the sale, fixing of the date, time and place must be authorized by the Board of Supervisors. This approval will commence the process of Public Notification and establish the redemption dates for the current or last assessee of a property. The internet sale is set for on or after October 18, 2014 on the Bid 4 Assets website. Bid 4 Assets' contract to provide the County with auction services was approved by the Board on July 22, 2014.

<b>Prior Board Actions:</b>			
The Board has approved numerous resolutions authorizing the Auditor-Controller Treasurer-Tax Collector to conduct the sale of Tax Defaulted Property in accordance with Revenue and Taxation Code, Section 3691 through 3694 and 3706.			
2014-07-22 -- The Board authorized the Auditor-Controller-Treasurer-Tax Collector to sign a contract with Bid 4 Assets, Inc. to conduct an internet auction sale of tax-defaulted property.			
<b>Strategic Plan Alignment</b>		Goal 2: Economic and Environmental Stewardship	
The sale of tax defaulted property will protect the economic interests of the County by recovering delinquent property tax revenue.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0		\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
1. Resolution authorizing the ACTTC to sell tax defaulted property			
<b>Related Items "On File" with the Clerk of the Board:</b>			
1. List of properties to be offered at tax sale.			



County of Sonoma  
State of California

Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Authorizing The Sale Of Tax Defaulted Property At Public Auction on or After  
October 18, 2014.**

**Whereas**, the County Auditor-Controller Treasurer-Tax Collector has requested approval to sell at Public Auction Tax Defaulted property which is subject to the power of sale; and

**Whereas**, the Board of Supervisors of the County of Sonoma must approve the sale of Tax Defaulted property; and

**Now, Therefore, Be It Resolved** that the Board of Supervisors of the County of Sonoma, State of California, hereby grants approval and the Auditor-Controller Treasurer-Tax Collector is directed to sell at Public Auction on or after October 18, 2014 properties that are tax defaulted 5 or more years and are subject to the Tax Collector power to sell, in accordance with provisions of Chapter 7, of Part 6, of Division 1, of the California Revenue and Taxation Code.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 12  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Mike McGuire, 565-2241

**Supervisorial District(s):**

Fourth

**Title:** Disbursement of FY 14-15 Fourth District Advertising Funds.

### **Recommended Actions:**

Approve Advertising Program grant awards and authorize the County Administrator to execute a contract with the following entities for advertising and promotions activities for FY 14/15: El Comitè Mexicano Civico Patriotico de San Francisco for the Guelaguetza 2014 Sonoma County Event at the Wells Fargo Center for the Arts, \$1,000; Windsor Educational Foundation, \$3,000; Geyserville Volunteer Firefighter Association, \$1,000.

### **Executive Summary:**

Category E – Local Events and Organizations of the Advertising and Promotions Program Policy provides grant allocations to each Supervisor, to be distributed at the Supervisor’s discretion. The Fourth District has reviewed applications and wishes to recommend the following FY 14/15 advertising grant award:

- 1.) El Comitè Mexicano Civico Patriotico de San Francisco for advertising and promotion of the Guelaguetza 2014 Sonoma County event at the Wells Fargo Center for the Arts; grant award of \$1,000.
- 2.) Windsor Educational Foundation for advertising and promotion of the Charlie Brown Christmas Tree Grove 2014 on the Windsor Town Green; grant award of \$3,000.
- 3.) Geyserville Volunteer Firefighter Association for advertising and promotion of the Wine Country to the Rescue Dinner Dance and Auction; grant award of \$1,000.

Funds will be distributed upon approval of these awards by Board and execution of Advertising grant agreement contract with the entity. The contracts will be executed by the County Administrator. The contracts will require the County logo on promotional materials produced using the grant award and will require submission to the District Director and County Administrator’s Office of advertising and promotional activity receipts up to the total amount of the grant award.

<b>Prior Board Actions:</b>			
Previous grants were awarded through District 4 during FY 13/14.			
<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
Grant funds allow non-profit partners to advertise and grow local events and encourage tourism thereby promoting economic development and growth.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 5,000		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 5,000
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 5,000</b>	<b>Total Sources</b>	<b>\$ 5,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
Funds are included in the FY 14/15 budget.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
FY 14/15 Grant Award Agreement Template			
<b>Related Items "On File" with the Clerk of the Board:</b>			
None.			

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_ day of June, 2014, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the Sonoma County Farm Trails, (hereinafter ADVERTISER).

WITNESSETH:

WHEREAS, ADVERTISER has represented that it is aware of and understands the provisions and requirements of Government Code Section 26100 and COUNTY'S "Advertising and Promotions Program Policy" for the expenditure of funds appropriated under Section 26100, and that any expenditure made by ADVERTISER will be in compliance with Section 26100, the Advertising and Promotions Policy, and this Agreement, and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, ADVERTISER has applied for and received funding under **Category E** – Local Events and Organizations category of the Advertising and Promotions Program Policy, and

WHEREAS, ADVERTISER is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2014 to June 30, 2015, COUNTY shall pay to ADVERTISER the total sum of **\$XXX.00** (hereinafter "Advertising Funds"), payable upon execution of this contract.
2. ADVERTISER must submit to the COUNTY receipts of activities performed utilizing the Advertising Funds. Activities must take place between July 1, 2014 and June 30, 2015. Receipts must be remitted to the COUNTY by July 31, 2015. If receipts are not submitted by July 31, 2015, repayment will be required of grant dollars not supported by advertising expense receipts by August 15, 2015. Failure to submit required receipts may jeopardize ability to receive future grant awards.
3. In consideration whereof, ADVERTISER promises and agrees to render the following services to COUNTY during the fiscal year July 1, 2014 to June 30, 2015:

As set forth in the attached, Exhibit A (application for funding). In the case of more than one event, Advertiser will not transfer funds between events without prior approval from the county's program coordinator.



Additionally, any Advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. ADVERTISER may also include the Sonoma County seal logo on materials, although the seal may not replace the language noted in this section.

4. ADVERTISER agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of ADVERTISER'S books, records, and financial statements upon COUNTY'S request and without prior notice.
5. ADVERTISER warrants to COUNTY that any Advertising funds paid to ADVERTISER by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by Section 26100 of the Government Code of the State of California and the COUNTY's Advertising and Promotions Policy.
6. Travel expenses, such as transportation and lodging, and/or meal costs, are not allowable advertising and promotions expenses. Advertising Funds may not be used to purchase or lease fixed assets.
7. ADVERTISER agrees to submit copies of all published materials to the County Administrator's Office.
8. Indemnification:
  - a. ADVERTISER agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Advertiser, that arise out of, pertain to, or related to Advertiser's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
  - b. ADVERTISER shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with ADVERTISER's performance hereunder.
9. Non-Discrimination: ADVERTISER shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
10. Assignment/Delegation: ADVERTISER shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
11. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to ADVERTISER. In the event of such termination, COUNTY shall pay ADVERTISER for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by ADVERTISER bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by ADVERTISER.
13. Repayment: If ADVERTISER fails to comply with the rules and requirements of the Advertising and Promotions Program Policy or the specific Category requirements under which the ADVERTISER received funds, as specified, then ADVERTISER shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow ADVERTISER to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that ADVERTISER has taken action to ensure that the failure will not reoccur.
14. Conflict of Interest: ADVERTISER covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. ADVERTISER further covenants that in the performance of this contract no person having any such interest shall be employed.
15. Attorneys' Fees: In the event either party brings an action or proceeding for damages arising out of the other's performance under this Agreement or to establish the right or remedy of either party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs as a part of such action or proceeding.
16. Statutory Compliance: ADVERTISER agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.
17. AIDS Discrimination: ADVERTISER agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
18. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
19. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. ADVERTISER expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of ADVERTISER to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter ADVERTISER shall be entitled to no compensation whatsoever for the performance of such work. ADVERTISER further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

DATE: \_\_\_\_\_

By \_\_\_\_\_  
County Administrator, authorized by the  
Chair, Board of Supervisors

DATE: \_\_\_\_\_

By \_\_\_\_\_  
**(Enter name of Grantee)**



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number: 13**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Commissioners

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Sonoma County Community Development Commission

**Staff Name and Phone Number:**

John D. Haig, 565-7508

**Supervisorial District(s):**

All

**Title:** Commercial Rehabilitation Loan Program Design Revisions

### **Recommended Actions:**

Approve revisions to the Commercial Rehabilitation Loan Program Design to streamline and remove administrative obstacles for use of the program.

### **Executive Summary:**

This agenda item requests approval of minor revisions to the Program Design that establishes operational guidelines and policies for the Community Development Commission (CDC) Commercial Rehabilitation Loan Program (CRLP). The revisions are recommended to streamline administration of the program and to remove obstacles to use of this valuable source of assistance to improve commercial properties in unincorporated areas of the County.

The CRLP was funded through and operated in the three County Redevelopment Project Areas (Roseland, Russian River, and The Springs) from 2009 until the dissolution of Redevelopment in 2012. Beginning in FY 2013-14, the CRLP continued to operate in these areas, and expanded into other unincorporated areas of the County, using Reinvestment and Revitalization (R&R) funds. To date, \$650,000 of Redevelopment funding has been used to complete 28 projects, and \$438,500 in R&R funding has been contractually committed to 21 new projects on commercial properties. Additionally, there are another 15 projects requesting \$238,500 which are in the review and approval process, with new applications being submitted weekly.

Two minor policy changes would remove obstacles to use of the CRLP to assist additional properties more easily. These are detailed in the attached red-lined version of the Program Design and summarized below.

- 1) Section III Loan Terms and Conditions: Currently, Three-year forgivable loans of up to \$5,000 for façade improvements do not require the property owner to sign a deed of trust securing the loan against the property, nor do they require any other form of collateral. They are signature loans,

requiring only that the business tenant and/or property owner sign an agreement to maintain the improvements for the 3-year term of the loan. All loan repayments are deferred and the loan is forgiven at the end of 3 years as long as the improvements are maintained. The intent of the loans is the “buy” substantial visible improvement to the property that is viewable from the public right-of-way. As more properties in the same area are improved, with or without CRLP assistance, economic conditions are frequently enhanced along with the physical improvements.

However, the CRLP policies for the 5-year façade improvement loans of up to \$15,000 currently require the property owner to secure the loan by executing a deed of trust on the property. These loans are also deferred and forgiven in the same manner as the 3-year program as long as improvements are maintained. This collateral requirement poses an obstacle to use of the program, as applicants are frequently the business tenant who cannot provide the required deed of trust. While the property owners are willing to sign the maintenance agreement, they are not always willing to agree to a lien on their property to secure their tenant’s loan. Removal of the security requirement, and treating both the 3- and 5-year forgivable façade improvement loans in the same manner, would enable the CRLP to more easily assist additional properties and achieve the desired goal of improving physical and economic conditions in the unincorporated County’s commercialized areas. All amortized CRLP loans in excess of \$15,000 would continue to require the pledge of collateral to secure repayment of the funds. For those instances where using the building as security is not an option because there is insufficient equity in the property to be improved or the applicant is the business tenant only, staff recommends allowing use of a deed of trust secured on another property, at the discretion of the Executive Director.

- 2) Section VI Design Services and Construction: The CRLP Program Design currently requires all construction loans to be awarded pursuant to a formal competitive bidding process. This requirement is contrary to the CDC’s Procurement Policies approved by your Board, which allow for informal solicitation of quotes in the procurement of goods and services less than \$25,000. This requirement also imposes an undue time and cost burden on applicants and staff for the façade improvement projects of less than \$15,000, which frequently include work such as installation of awnings, signs, new windows, and fresh coats of paint. The recommended revision to the CRLP policies would stipulate that all design and construction contracts under the program would be solicited in compliance with the CDC’s Procurement Policies.

Approval of these two policy revisions will enable the CDC to administer the CRLP in a more cost effective and efficient manner.

**Prior Board Actions:**

06/17/14 –Approved FY 14-15 Sonoma County Budget, including \$550,000 of R&R funds for the CRLP.  
07/30/13 – Approved revisions to the CRLP Program Design.  
06/11/13 - Approved FY 13-14 Sonoma County Budget, including \$500,000 of R&R funds for the CRLP.  
04/26/11 – Approved revisions to the CRLP Program Design.

**Strategic Plan Alignment**      Goal 1: Safe, Healthy, and Caring Community

The Commercial Rehabilitation Loan Program eliminates economic and physical blight of commercial properties, which also enhances public health and safety.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

None.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

Commercial Rehabilitation Loan Program Design Draft Revisions

**Related Items "On File" with the Clerk of the Board:**

None.



## **SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION**

### **COMMERCIAL REHABILITATION LOAN PROGRAM DESIGN**

#### **I. INTRODUCTION**

A. **Purpose:** The goals of the Commercial Rehabilitation Loan Program (the "Program") are to:

1. Eliminate economic and physical blight of commercial properties within the unincorporated areas of Sonoma County by providing financial incentives to business and commercial property owners to rehabilitate, renovate, and revitalize commercial properties, resulting in:
  - a. improved visual environment along commercial corridors,
  - b. enhanced public health and safety,
  - c. increased business retention, expansion and attraction efforts, and
  - d. improved economic conditions.

Toward these goals, the Sonoma County Community Development Commission (the "Commission") has approved the Program and is offering below market interest rate loans to business and commercial property owners in the unincorporated areas of Sonoma County, with special emphasis on commercial corridors in Urban Service Areas, in order to revitalize commercial properties and encourage private investment. It is intended that the Program will improve the business climate for residents and visitors to the County.

B. **Authority:** The five members of the Sonoma County Board of Supervisors, acting in their capacity as Commissioners, form the governing body for the Sonoma County Community Development Commission ("Commission"). This Program Design, containing the policies that form the framework for the Program, has been adopted by the Commissioners. No revisions may be made hereto without the express action of the Commissioners.

C. **Program Funding:** Funding for this program will be from the County Reinvestment and Revitalization Fund and other funds as designated from time to time by the Sonoma County Board of Supervisors / Sonoma County Community Development Commission.

## II. ELIGIBILITY

The Commission shall not discriminate in the provision of financial assistance because of race, color, ancestry, national origin, religion, sex, marital or familial status, age, medical condition, disability, sexual orientation, or other prohibited basis.

- A. Conflict of Interest: No member of the governing body of the County of Sonoma, or the Sonoma County Community Development Commission and no other official or employee or agent of the County government, or Commission who exercises any policy decision-making functions or responsibilities in connection with the planning and implementation of the Commercial Rehabilitation Loan Program, shall directly or indirectly be eligible for assistance under the Program.
- B. Eligible Participants: Any legal owner of commercial real property ("Property Owner") or a business owner tenant in good standing with the written approval of the Property Owner ("Business Tenant") may apply for assistance under the Program.
1. Property taxes, sales taxes, and any required business licenses must be current to be eligible for the Program.
  2. Applicants and applications for participation must be approved by the Commission prior to the commencement of assisted improvements.
- C. Eligible Properties: Subject to funding availability, loans may be made available to commercial, retail, office, and/or mixed-use buildings located within the unincorporated areas of Sonoma County.
- D. Minimum Guidelines:
1. To be eligible for a Façade Improvement Loan, Commission staff must determine that project will result in a substantial visible improvement viewable from the public right-of-way.
  2. To be eligible for a Commercial Rehabilitation Loan, Commission staff must determine that the improvements will enhance public health and safety, increase business retention, expansion or attraction efforts, or otherwise eliminate physical blight or improve economic conditions of the immediate surrounding area.
  3. Retroactive applications will not be accepted. Applicants must obtain loan approval from Commission staff before work begins on any improvements to be assisted under the Program.
  4. For historically significant properties, program funds shall be made available only to projects that enhance and are sensitive to the historic nature of the building façade.



5. For properties with multiple storefronts, it is recommended that the façade treatment provide a cohesive theme while also allowing for some distinctive design elements to the various businesses, such as signage, exposing transom windows, lighting, blower boxes, and murals, to provide better street visibility and promote economic development.
6. All improvements must be in conformance with applicable County Codes and Design Guidelines.

### III. LOAN TERMS AND CONDITIONS

The Commission will offer below-market interest rate loans to Business Tenants and to Property Owners for three levels of assistance as described below.

#### A. Façade Improvement 3-Year Forgivable Loans

1. Construction loans up to \$5,000 for smaller façade improvement projects such as paint, signage, and awnings.
2. Professional design services loans up to an additional \$1,000 to prepare required drawings and related documents for the proposed project.
3. Projects must make substantial visible improvements viewable from the public right-of-way.
4. Borrowers will be required to sign Promissory Notes with an interest rate ranging from 0% to 2%. The interest rate will be prorated in direct proportion with the amount of matching funds contributed to the project. For example:
  - a. Interest rate will be 2% if applicant contributes no matching funds.
  - b. Interest rate will be 1% if applicant contributes a 50% cash match.
  - c. Interest rate will be 0% if applicant contributes a 100% cash match.
5. Design services loans will be deferred and unsecured, and will be forgiven immediately upon satisfactory completion of the assisted improvements. If the work is not completed, the loan deferral will be terminated and the loan must be repaid over a 1-year period.
6. Construction loans for façade improvements up to \$5,000 will be deferred and unsecured; however, the ~~Property Owner or Business Tenant~~applicant will be required to sign a maintenance agreement to maintain the improvements for the term of the loan.
  - a. If applicant is a Business Tenant, the Property Owner must sign an authorization for the improvements and agreement to maintain the improvements should the Business Tenant vacate the property.

**Comment [khk1]:** Added just for consistency with addition in \$15K loan section.

7. Construction loans will be forgiven after 3 years if the exterior of the property, including all assisted improvements, is adequately maintained.
  - a. Commission staff will inspect the property annually at the project completion anniversary to determine if the improvements are sufficiently maintained. The Business Tenant or Property Owner will be issued a letter of default if it is determined that the property is not being adequately maintained as specified in the maintenance agreement. The borrower will be given a 90-day period to cure the default and bring the property into compliance with the maintenance agreement.
  - b. If Commission determines that the improvements have not been adequately maintained after the 90-day period, the loan deferral will be terminated and the loan must be repaid over a 3-year term.

~~8. If applicant is a Business Tenant, the Property Owner must sign an authorization for the improvements and agreement to maintain the improvements should the Business Tenant vacate the property.~~

B. Façade Improvement 5-Year Forgivable Loans

1. Construction loans up to \$15,000 for larger façade improvement projects such as paint, signage, awnings, architectural elements, window and door improvements, masonry, exterior lighting, landscaping, planter boxes and built-in seating.
2. Professional design services loans up to an additional \$3,500 to prepare required drawings and related documents for the proposed project..
3. Projects must make substantial visible improvements viewable from the public right-of-way.
4. Borrowers will be required to sign Promissory Notes with an interest rate ranging from 0% to 2%. The interest rate will be prorated in direct proportion with the amount of matching funds contributed to the project. For example:
  - a. Interest rate will be 2% if applicant contributes no matching funds.
  - b. Interest rate will be 1% if applicant contributes a 50% cash match.
  - c. Interest rate will be 0% if applicant contributes a 100% cash match.
5. Design services loans will be deferred and unsecured, and will be forgiven immediately upon satisfactory completion of the assisted improvements. If the work is not completed, the loan deferral will be terminated and the loan must be repaid over a 1-year period.

Att. 1-4

6. Construction loans for façade improvements up to \$15,000 will be deferred and unsecured; however, secured by deed of trust recorded on title of the property to be improved, and the Property Owner or Business Tenant applicant will be required to sign a maintenance agreement to maintain the improvements for the term of the loan.
  - a. If applicant is a Business Tenant, the Property Owner must sign an authorization for the improvements and agreement to maintain the improvements should the Business Tenant vacate the property. Alternate security arrangements may be considered on a case-by-case basis for Business Tenant applicants, such as the use of other real property.
7. Construction loans will be forgiven after 5 years if the exterior of the property, including all assisted improvements, is adequately maintained.
  - a. Commission staff will inspect the property annually at the project completion anniversary to determine if the improvements are sufficiently maintained. The Business Tenant or Property Owner will be issued a letter of default if it is determined that the property is not being adequately maintained as specified in the maintenance agreement. The borrower will be given a 90-day period to cure the default and bring the property into compliance with the maintenance agreement.
  - b. If Commission determines that the improvements have not been adequately maintained after the 90-day period, the loan deferral will be terminated and the loan must be repaid over a 5-year term.
- ~~8. — If applicant is a Business Tenant, the Property Owner must sign an authorization for improvements and the deed of trust recorded on title of improved property.~~

C. Commercial Rehabilitation Loans

1. Construction loans up to \$50,000 for the rehabilitation or renovation of commercial buildings.
  - a. Additional funds may be available if at least one of the following conditions is met:
    - i. The building to be improved is and has been continuously vacant for 12 months or more at the time of application for assistance; or
    - ii. The building to be assisted is larger than 2,500 square feet; or
    - iii. Commission staff determines, in their sole discretion, that other economic factors exist that would prevent renovation of the

Att. 1-5

building without additional assistance, including at a minimum the borrower's inability to provide sufficient financing from their own or other borrowed funds.

2. Professional design services loans up to an additional \$3,500 to prepare required drawings and related documents for the proposed project.
3. Projects must enhance public health and safety, increase business retention, expansion or attraction efforts, or otherwise eliminate physical blight or improve economic conditions of the area.
4. Loan requests will be evaluated based on the extent to which the project:
  - a. Generates private investment in the immediate surrounding area;
  - b. Reduces or eliminates blight in the immediate surrounding area;
  - c. Makes a building seismically safe;
  - d. Preserves a qualified historic structure;
  - e. Improves the visual appearance of the immediate surrounding area;
  - f. Assists an existing business to expand;
  - g. Assists a new business starting or relocating from outside the area;
  - h. Generates increased annual tax revenues (i.e., property tax, sales tax, transient occupancy tax);
  - i. Generates new jobs;
  - j. Generates increased business to business spending;
  - k. Results in significant increase in energy efficiency.
5. Borrowers will be required to sign Promissory Notes with an interest rate ranging from 0% to 2%. The interest rate will be prorated in direct proportion with the amount of matching funds contributed to the project. For example:
  - a. Interest rate will be 2% if applicant contributes no matching funds.
  - b. Interest rate will be 1% if applicant contributes a 50% cash match.
  - c. Interest rate will be 0% if applicant contributes a 100% cash match.
6. Design services loans will be deferred and unsecured, and will be forgiven immediately upon satisfactory completion of the assisted improvements. If

the work is not completed, the loan deferral will be terminated and the loan must be repaid over a 1-year period.

7. Commercial rehabilitation construction loans shall be secured by a deed of trust recorded on the title to the property to be improved. Alternate security arrangements in the form of a deed of trust on another real property may be considered on a case-by-case basis, subject to approval by the Executive Director or her designee.
8. Commercial rehabilitation construction loans must be repaid within a term not to exceed 20-years.
9. The borrower may be granted a temporary payment deferral at the start of the construction loan term based on project completion date, matching funds provided, status as a new business start up, and other factors that may be determined, in sole discretion of Commission, to impact the borrower's ability to repay the loan.
10. If applicant is a Business Tenant, the Property Owner must sign an authorization for improvements and the deed of trust recorded on title of improved property.

**Comment [khk2]:** Added to be clear that this applies only to the Commercial Rehab (vs Façade Improvement) loans.

**Comment [khk3]:** Added to allow business tenants to secure a loan on another property if property owner is unwilling to encumber improved property. Also allows loans if the property to be improved has no equity but owner is willing to lien an other property.

**Comment [khk4]:** Same as change in #7.

**Comment [khk5]:** Eliminating redundant and now somewhat conflicting provision in relation to change above.

#### IV. ELIGIBLE IMPROVEMENTS

- A. Eligible Façade Improvements: Improvements to commercial properties must be of a permanently fixed nature and may include any cosmetic improvements to the building exterior. Repairs and improvements must make a substantial visible improvement and may include, but are not limited to:
  1. New painting and plastering
  2. New awning and/or canopies.
  3. New signage and graphics.
  4. New windows and doors.
  5. Parapet wall alternations or improvements
  6. Exterior lighting improvements and related electrical work.
  7. Landscape and irrigation system improvements.
  8. New exterior concrete, masonry, and tile work.
  9. Exterior improvements to parking and associated egress areas to improve accessibility for individuals with disabilities.

B. Eligible Commercial Rehabilitation Improvements: Improvements must be associated with the economic development of the business for such purposes as business attraction, retention, and expansion, or correction of health and safety hazards or other blight removal actions. Improvements may include items that are eligible for Façade Improvement loans and may also include but are not limited to:

1. Improvements to the structural integrity of the building;
2. Historic building restoration;
3. Building rehabilitation and/or expansion;
4. Roof repair or replacement;
5. Parking lot resurfacing, expansion, and improvements, not to exceed 35% of total project costs or \$25,000 cap for paving only projects;
6. New or improved pedestrian pathways;
7. Repairs to correct code violations;
8. Repairs to correct incipient code items;
9. ADA (Americans with Disabilities) Act Improvements (includes installation of access ramps);
10. Lead and asbestos abatement.
11. Septic System Upgrades

C. All work funded in whole or in part by the Program is subject to the permit processes of the State and County.

1. All work must be done according to standards acceptable to the Sonoma County Permit and Resource Management Department and the State of California.
2. The proper permit(s) shall be obtained for all work which requires such permit(s). The cost of permits may be part of the loan.

D. "Self-Help" work by the Property Owner or Business Tenant may not be a part of the assisted work. No "volunteer" assistance is allowed primarily for liability reasons.

## V. LOAN PROCEDURES

A. Application Process:

1. Program Applications are available from the Sonoma County Community Development Commission office, 1440 Guerneville Road, Santa Rosa, 95403, telephone (707) 565-7542 or on-line at <http://www.sonoma-county.org/cdc>.
  2. All loan applications will be processed and evaluated on a first-come, first-served basis. Completed applications will be considered for assistance based upon the order of receipt. An application will be considered to be complete when all required information has been supplied by the Property Owner(s) and Business Tenant.
  3. The application process is as follows:
    - a. All applicants will complete a pre-application and furnish Commission staff with all required documentation. The information in the pre-application will be used to determine the applicant's and property's eligibility for assistance.
    - b. Following receipt of the pre-application, the applicant will meet with Commission staff to discuss desired work to be undertaken.
    - c. After initial eligibility has been established and proposed work is determined by Commission staff to be allowed within the Program Design, Commission staff will inspect the property to confirm eligibility for, and conditions of, design services and construction loan assistance. If necessary, additional tests and/or inspections by third parties will also be conducted.
    - d. Upon confirmation of Program eligibility and the need for professional design services, a design services loan will be approved. A design firm will then be solicited to complete the required drawings and related documents for the project.
    - e. Commission staff will develop a preliminary scope of work and cost estimate based on the completed design work, inspection(s), other testing, and consultation with the Property Owner and /or Business Tenant.
    - f. After review and acceptance of the preliminary scope of work by the Property Owner and /or Business Tenant, Commission staff will assist applicant in preparing a construction loan application.
- B. Construction Loan Approval: Commission staff shall exercise sound underwriting practices in all construction loan transactions.
1. In all instances, the Commission's underwriting standards will be employed in a consistent, equitable manner. The Commission will at all times utilize sound judgment in making loans to ensure that the public

funds are adequately protected. The Commission's underwriting standards will normally follow private lending practices.

2. Construction loan applications shall be subject to normal commercial underwriting criteria by the Commission. Such criteria may include, but are not limited to: credit reports, appraisals, title reports, cash-flow analyses, etc.
3. The following services may be provided to all construction loan applicants. Charges for these services may be included in any construction loan made. There will be no charge for these services if the Commission does not approve the loan. If the applicant makes a voluntary decision not to proceed with the loan after approval, and if there is no other reason why the project cannot proceed, the owner may be requested to reimburse the Commission for all direct costs incurred.
  - a. Appraisal of the market value of property.
  - b. Credit report on each owner of the property.
  - c. Preliminary title report and title insurance for loans to be secured by real estate.
  - d. Structural pest control and other inspections or tests necessary to determine property condition.
  - e. Lead and asbestos risk assessment(s).
4. The principal amount of the Promissory Note for each ~~Improvement 5-Year Forgivable and~~ **Façade** Commercial Rehabilitation loan must be fully secured by the fair market value of the property against which the construction loan deed of trust is recorded. Loans may be made that result in loan-to-value ratios of up to 100%.
5. Senior liens on any property receiving a loan to be secured by a deed of trust will be allowed only if:
  - a. The senior loan is not negatively amortized.
  - b. The senior loan terms do not contain provisions for any balloon payment which would come due during the term of the Commission loan.
  - c. Open lines of credit are calculated as the maximum credit available to the borrower for purposes of determining loan-to-value ratio.

**Comment [khk6]:** Conforms with changes above.



6. Property taxes, sales taxes, and any required business licenses must be current in order for an applicant to be considered for a loan and must remain current during the life of the loan.
7. Property insurance, including fire (and flood if applicable), will be required during the life of the loan. If an applicant does not have sufficient insurance to cover the amount of the Commission's loan and all senior liens or the value of the improvements whichever is less, or if the policy has lapsed, deficiencies must be corrected as a condition of loan approval. The Commission shall be named on the policy as mortgagee/loss payee for the full term of the loan.
8. Each loan application will be summarized by Commission staff and a recommendation for loan approval or disapproval will be made to the Commission's Director or his/her designee. The recommendation will include the maximum recommended loan amount and repayment terms.
9. The Commission Executive Director or his/her designee will make the final decision on each loan application.
10. A Business Tenant or Property Owner may apply for and receive more than one construction loan over a 12-month period, including a combination of forgivable façade improvement and repayable commercial rehabilitation loans.
  - a. In any 12-month period, only one construction loan may be forgivable and the maximum amount of the combined construction loans shall not exceed \$50,000.
11. It shall be within the purview of the Commission Director or her/his designee, to disapprove any loan application at any stage of processing through any formal or informal action which is consistent with sound underwriting practices and fair lending procedures.

C. Design and Construction Loan Documents:

1. After selection of the design firm by the Property Owner or Business Tenant, Commission staff will prepare design services loan Promissory Note.
2. After selection of the construction contractor by the Property Owner or Business Tenant, Commission staff will prepare construction loan documents.
  - a. Construction loan documents include: the Promissory Note, Loan Agreement, Deed of Trust, Request(s) for Notice of Default and Sale, and the Maintenance Agreement.

- b. All legal owners of the real property shall execute Deed of Trust and Maintenance Agreement.

## VI. DESIGN SERVICES AND CONSTRUCTION

- A. Solicitation of Contracts: After a loan is approved, Commission staff will coordinate solicitation of quotes from qualified design firms, and ~~the competitive bidding process to obtain fixed-price bids from qualified,~~ licensed contractors in compliance with the Commission's Procurement Policies.
  - 1. The Commission shall determine whether a design firm or contractor is qualified through a pre-screening process. All design firms and contractors must submit an application on the required forms to the Commission at, or prior to, the time of submitting their first bid.
  - 2. The property owner may select any qualified design firm regardless of cost, but must contribute their own funds to pay any cost in excess of amounts available under the Program, as defined in Section III.
  - 3. The property owner may select any responsible construction contractor whose quote or bid does not exceed 110% of the Commission staff's in-house cost estimate.
- B. Construction Contract: The Commission staff will coordinate contracting for all work funded through the Loan, manage the contracts, inspect the work, and approve and disburse payments.
  - 1. The contract for the work will be executed by the Property Owner or Business Tenant and the contractor. The Commission staff will provide or approve the contract form.
  - 2. The Commission staff shall assist the Property Owner/Business Tenant in the control, supervision and direction of the work to be performed under the contract.
  - 3. Changes to the services to be provided under the contract and amounts to be paid pursuant to the contract may be made only by written change order by and between the Property Owner/Business Tenant and the contractor and only upon written approval of the Commission's Executive Director or his/her designee.
  - 4. During the period of performance of the contract, the Property Owner/Business Tenant shall not enter into any additional agreements with the contractor, whether written or verbal, without the written approval of the Commission's Executive Director or his/her designee.
  - 5. Commission staff will inspect each project during construction to assure that work is progressing in a timely manner and that it is being carried out in accordance with the Scope of Work.

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- a. Phase inspections will be made by Commission staff prior to the disbursement of payments to the contractor. Any work requiring a building or other permit must also have written approval by the State and/or County building inspector.
  - b. The Property Owner/Business Tenant must accept all work before payment may be authorized, except payment awarded by arbitration or legal judgment.
6. Upon satisfactory completion of all work called out in the contract, the Property Owner/Business Tenant shall sign the Notice of Completion which shall be recorded in the Sonoma County Recorder's Office.

VII. LOAN ADMINISTRATION and COLLECTIONS

- A. Subordination: The Commission will subordinate the construction loan to a new loan only in the case where the owner wants to refinance the first mortgage and the owner will not take any cash out of the property nor will the Commission's financial position in the property be negatively impacted in any way.
- B. Transfer and Assumption: Construction loans may be assumed by subsequent purchasers of the property at the discretion of the Commission's Executive Director or his/her designee.
- C. Amortized Loan Collections: The borrower shall make regular monthly payments directly to the loan servicing agent as specified by the Commission. The Commission Director shall have the authority to select an outside loan servicing agent or to collect loan payments in-house. A loan servicing fee will be collected with each monthly payment.
- D. Loan Defaults:
  1. If a borrower appears to be in default of one or more of the loan terms contained in the loan documents, the Commission Executive Director shall consult with the Office of the Sonoma County Counsel.
  2. If the Commission Executive Director determines that the borrower is in default of one or more of the loan terms, he/she, with the advice of County Counsel, shall initiate foreclosure proceedings.
    - a. The Commission may contract with a trust deed service company to carry out a Notice of Default and Sale on behalf of the Commission, or may carry out the foreclosure process in-house.
    - b. The Commission may disburse funds for all costs necessary to enforce its lien and complete the foreclosure process, including but not limited to: legal fees, trust deed service fees, past-due property taxes, and property hazard and liability insurance.

- c. If the loan is reinstated, any expenses will be the responsibility of the owner as a condition of reinstatement.
- 3. If the property goes to sale pursuant to this section, the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs shall be credited against the outstanding loan balance.
  - a. If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs exceed the amount of the outstanding loan balance, the excess funds shall first be used to pay any valid claims of junior lien holders and any proceeds remaining thereafter shall be forwarded to the borrower.
  - b. If the sale proceeds minus the amount of any senior liens and the Commission's foreclosure costs are less than the amount of the outstanding loan balance, the Commission shall seek a deficiency judgment for the difference.

#### VIII. DEFINITIONS

Below Market Interest Rate: An interest rate lower than the interest rate generally accepted for use by commercial lenders at the time of consideration.

Borrower: Property Owner or Business Tenant receiving loan.

Business Tenant: Commercial tenant in good standing, leasing space from a property owner.

Code Standards: All applicable planning, fire prevention, building, zoning, and health codes, and other pertinent local ordinances.

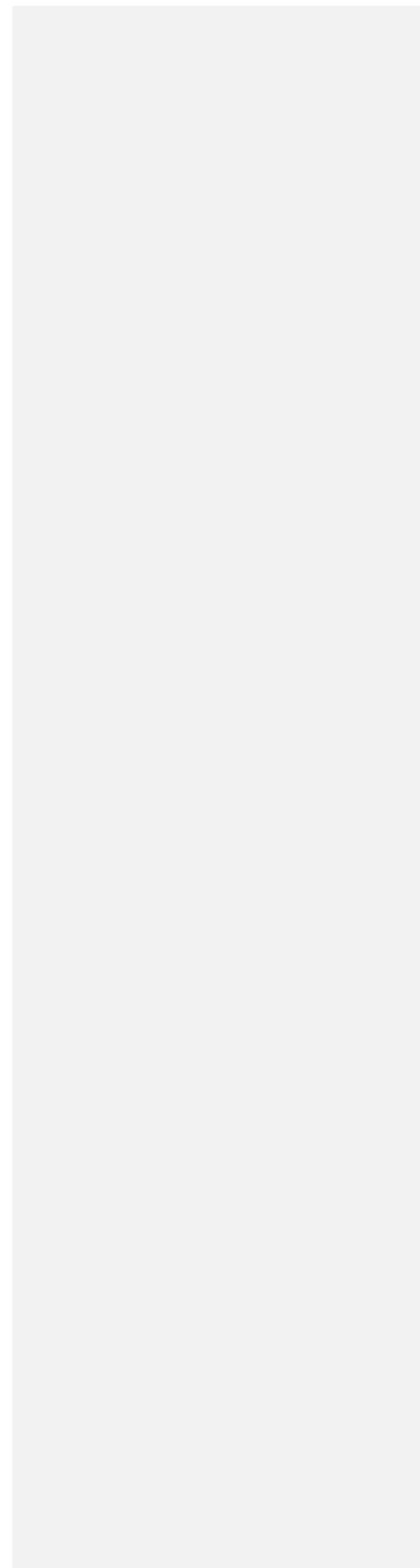
Incipient Code Violations: An incipient code violation exists if, at the time of inspection, County staff identifies a physical condition of an element in the structure that could deteriorate into an actual code violation within one year. Examples are an old roof which is beginning to leak.

Maintenance Agreement: Loan recipients are required to sign a Maintenance Agreement which requires that the Business Tenant and/or Property Owner agree to maintain the exterior of the building and the completed improvements for specified term from the date of construction completion.

Property Owner: Owner listed on title to the property and who will be accepting responsibility for repayment of any loan made by signing the required loan documents.

Urban Service Area: The geographical area within the Urban Service Boundary that is designated for urban development on Figures LU-2a through LU-2i of the Sonoma County General Plan 2020 Land Use Element.

Urban Service Boundary: A designated limit to the urban development of the cities and unincorporated communities of the County.



I/WE, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED IN THIS PROGRAM DESIGN FOR THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Print Name – Property Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Print Name – Property Owner

\_\_\_\_\_  
Date

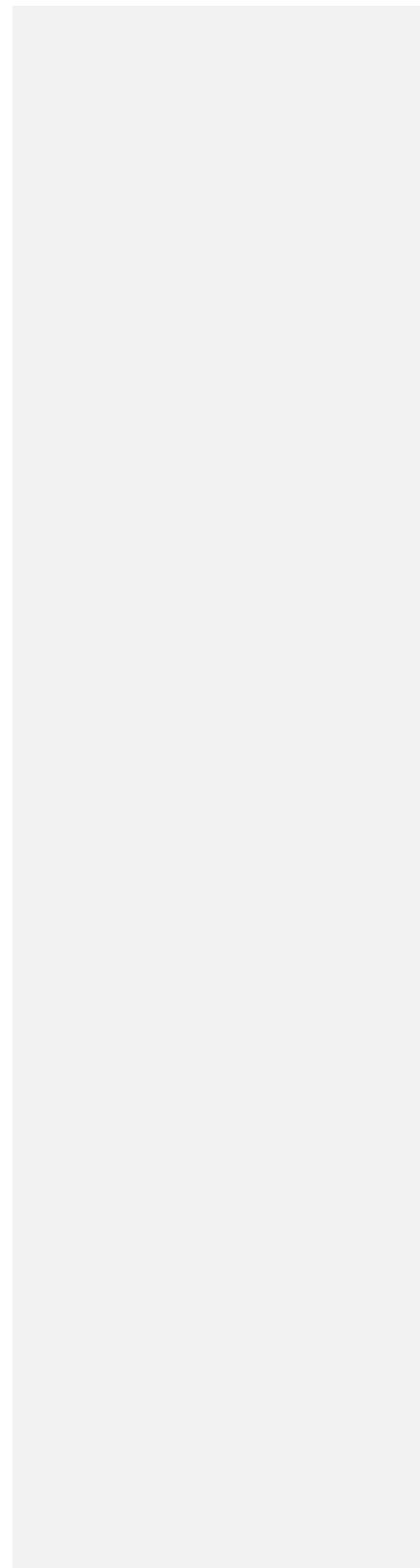
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Business Tenant Signature

\_\_\_\_\_  
Print Name – Business Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Tenant Signature

\_\_\_\_\_  
Print Name – Business Tenant





## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 14  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's Office/Transportation and Public Works

**Staff Name and Phone Number:**

Peter Rumble 565-3771  
Bryan Albee 565-2231

**Supervisorial District(s):**

All

**Title:** Student Transit Pass Pilot Program Development

**Recommended Actions:**

Direct CAO and Transportation & Public Works staff to develop a proposal for a Student Transit Pass Pilot Program.

**Executive Summary:**

Community interest has been expressed in developing a pilot program that reduces the cost of Sonoma County Transit's existing Student Monthly Pass in an effort to increase student use of County's public transit services, reduce traffic congestion at local schools, and to provide an affordable transportation option for parents. It is anticipated that the pilot program could be the school year counterpart to Sonoma County Transit's existing Summer Youth-Pass program that provides unlimited rides during the summer months of June, July and August, and at a heavily discounted rate, for passengers 18 and under.

Staff will survey student pass rates and other "discount" student fare programs in the Bay Area, develop recommendations, cost projections, implementation options and potential funding alternatives, including any links with the Long-term Roads Financing Plan elsewhere on today's agenda, for Board consideration prior to the end 2014.

**Prior Board Actions:**

**Strategic Plan Alignment** Goal 2: Economic and Environmental Stewardship

Pilot Program could assist in serving youth in the community while encouraging environmentally sound transportation in the community, reducing greenhouse gas emissions and establishing transit use as a practice in the next generation.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

**Related Items "On File" with the Clerk of the Board:**





## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 15  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator's Office/County Counsel

**Staff Name and Phone Number:**

Peter Rumble 565-3771  
Jennifer Klein 565-2421

**Supervisorial District(s):**

All

**Title:** County Response to Proposed Changes to Federal Rules Governing Acknowledgment Standards for Indian Tribes

### **Recommended Actions:**

Adopt a resolution urging the Department of Interior to extend the public comment period for the proposed changes to the Rule on Federal Acknowledgment of Indian Tribes ("Proposed Rule Changes"), requesting Congress hold oversight hearings on the proposed rule changes, and opposing the lowering of the federal acknowledgment standards for Indian Tribes; and authorize the County Administrator's Office to submit the resolution with a letter opposing Proposed Rule Changes to the Department of Interior on behalf of the County.

### **Executive Summary:**

The Department of Interior (DOI) has recently proposed changes to the Acknowledgment Rule (Proposed Rule Changes) for the administrative process to federally acknowledge American Indian tribes. These proposed changes would alter the mandatory criteria, reduce the periods of federal evaluation of tribal identities, and generally lessen the standards for federal acknowledgment that have been in place for the last 36 years. In addition, if adopted, the proposed changes may also allow previously denied petitioners an opportunity to repetition for acknowledgment administratively.

### **Background:**

The County has government-to-government relationships with all five federally recognized Tribes in Sonoma County, and respects their tribal sovereignty and understands the significance of their status as federally recognized Tribes. The County also respects the right of unrecognized groups to petition the federal government for formal acknowledgment as a federally recognized Indian Tribes.

Federal acknowledgment, also known as federal recognition, offers significant benefits to Indian Tribes, including the ability to have lands removed from local government regulatory jurisdiction and placed into trust status for casino or other development purposes. When lands are removed from the County's

regulatory jurisdiction, including its land use jurisdiction, the County's obligation to provide law enforcement and other services may continue or increase, while regulatory control is lost and property taxes are no longer collected. In almost all cases, tribal plans for trust lands are inconsistent with the host county's general plans, ordinances, zoning, environmental standards, or other policies, potentially leading to serious adverse consequences on affected communities. Given the considerable potential impact on the County, Sonoma County is concerned by the significant loosening of the evidentiary showing needed to qualify for federal acknowledgment contained in the Proposed Rules Changes.

A recent report, "California Indian Petitioners and the Proposed Revisions of the Federal Acknowledgement Process," found that the overall impact of the Proposed Rule Changes in California could be as many as 34 newly recognized Indian Tribes, which could lead to the development of 22 casinos (currently California has 61 casinos). Already home to 109 federally recognized tribes, California has also 68 pending applications by Indian groups that desire acknowledgment from the federal government as an Indian tribe. If adopted, the proposed changes may also allow applicants from Sonoma County whose petitions were either previously rejected or are currently pending consideration an opportunity to obtain acknowledgment under looser and more subjective criteria than presently apply. Given that local governments have an interest in acknowledgement regulations and decisions, as newly-recognized tribes may desire to secure trust lands, it is particularly distressing that the Proposed Rule Changes diminish the role of local government. Specifically, the Proposed Rule Changes constrain the ability of local governments to participate as interested parties in the review of acknowledgement petitions.

In consideration of these concerns, staff recommends the County of Sonoma oppose lowering of the Acknowledgment standards; urges the DOI to extend the public comment period for the Proposed Rule Changes; and requests that Congress hold oversight hearings to fully understand these Proposed Rule Changes and explore their potentially broad implications on local governments before the DOI takes any further action. These recommendations are consistent with the Northern California Counties Tribal Matters Consortium General Policy Principles, adopted by the Sonoma County Board of Supervisors in 2009.

**Prior Board Actions:**

4/7/09: Approval of Northern California Counties Tribal Matters Consortium General Policy Principles

**Strategic Plan Alignment**      Goal 4: Civic Services and Engagement

Opposition to the Proposed Rules Changes contributes to County's desired outcome of running a fiscally responsible organization, since their approval could result in an additional demand for County resources with a corresponding decrease in revenue.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

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**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

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**Attachments:**

Draft Resolution

**Related Items "On File" with the Clerk of the Board:**

Draft Letter to the Department of the Interior  
Northern California Counties Tribal Matters Consortium General Policy Principles



# County of Sonoma

## State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Urging The Department Of Interior To Extend The Public Comment Period For The Proposed Rule To The Federal Tribal Acknowledgment Process; Requesting Congress Hold Oversight Hearings On The Proposed Rule; And Expressing Opposition To The Proposed Rule's Impact on Input From County Government.**

**Whereas**, in response to criticisms that the existing federal recognition process for Indian Tribes is expensive, burdensome, opaque, and inflexible, the Department of Interior (DOI) released a Proposed Rule that would fundamentally alter the process; and

**Whereas**, the County of Sonoma respects the rights of Indian Tribes to seek federal acknowledgement and understands the importance to tribes of establishing that they have a special government-to-government relationship with the United States of America; and

**Whereas**, federal acknowledgment offers significant benefits to Indian Tribes, including the ability to have lands removed from local government regulatory jurisdiction and placed into trust status; and

**Whereas**, the acknowledgement process can be a precursor to Indian Tribes taking land into trust for gaming and other development projects, and therefore counties have an interest in the regulations governing decisions related to federal acknowledgement; and

**Whereas**, the Proposed Rule is complex and the significant changes it would make to the long-established rules governing tribal acknowledgment require an in-depth analysis; and

**Whereas**, California is home to 109 federally recognized tribes and the Proposed Rule could significantly increase the number of federally-recognized tribes, due to the 68 acknowledgment petitions from California Indian groups that are pending with the DOI; and

**Whereas**, the Proposed Rule would also allow previous denied petitioners,

Resolution #

Date:

Page 2

including six in California, an opportunity to re-petition under certain circumstances; and

**Whereas**, the Proposed Rule would alter the mandatory criteria, reduce periods of evaluation, and generally lessen the evidentiary standards for federal acknowledgement that have been in place for 36-years; and

**Whereas**, a recent report, "California Indian Petitioners and the Proposed Revisions of the Federal Acknowledgement Process," found that 34 California Indian Tribes could achieve federal recognition, which could lead to the development of an additional 22 Indian gaming facilities throughout the state; and

**Whereas**, the County of Sonoma is opposed to the provisions in the Proposed Rule that would greatly diminish the role of local governments in the federal recognition process, which has historically been to provide the DOI with crucial evidence which impacts acknowledgment decisions; and

**Now, Therefore, Be It Resolved** that the County of Sonoma urges the Department of the Interior to extend the comment period for the Proposed Rule by at least sixty days to provide for robust analysis and time to participate in the public process; and

**Be It Further Resolved** that the County of Sonoma supports modifications to the current process to address legitimate concerns that it is too slow, expensive, burdensome, inefficient, intrusive, obscure and unpredictable, however, the changes must not compromise the integrity of the Bureau's decisions to recognize a group as an Indian tribe nor should it eliminate a county's voice in the federal acknowledgment process.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Economic Development Board

**Staff Name and Phone Number:**

Ben Stone 565-7170

**Supervisorial District(s):**

Countywide

**Title:** North Bay North Coast Broadband Consortium Grant and Memorandum of Understanding

### **Recommended Actions:**

1. Accept California Advanced Services Fund Rural and Urban Regional Grant (\$250,000) for the North Bay North Coast Broadband Consortium (NBNCBC) including Sonoma, Marin, Napa and Mendocino Counties
2. Approve Memorandum of Understanding with Sonoma, Marin, Napa and Mendocino Counties for NBNCBC Grant Coordination

### **Executive Summary:**

This item requests the Board of Supervisors accept a California Advanced Service Fund (CASF) Rural and Urban Regional 2 year grant award totaling \$250,000 for the North Bay North Coast Broadband Consortium (NBNCBC), comprised of Sonoma, Marin, Napa and Mendocino counties. In addition, this item requests the Board approve an MOU with Marin, Napa and Mendocino counties for grant coordination. Each NBNCBC member county is being requested to approve the MOU.

Broadband is a critical means of access for rural communities and a vital connection to an increasingly national and global economy. Rural communities continue to have little or no access to broadband, with many residents and businesses still relying upon dial-up modems as their primary connection to the Internet. The lack of adequate broadband access is a problem impacting residents, businesses, and agricultural/farm communities. Government services including fire and emergency medical providers are also affected without a consistent, high quality and reliable means to communicate with one another.

For three years, Mendocino and Sonoma counties have collaborated successfully to establish the current state of broadband deployment in each county, to identify deployment opportunities, locate plausible funding sources, and help broadband service providers take advantage of funding to address broadband opportunities.

As a result of this effort it is clear that substandard broadband is a regional economic and quality of life

problem throughout Northern California. Accordingly, Mendocino and Sonoma Counties invited Marin and Napa Counties to participate in a new CASF broadband planning group. The four counties have a great deal in common - industry, viticulture, and agriculture, and have common county borders. It makes solid business sense for the four counties to work collaboratively together to address our regional broadband problems. This regional collaboration will enhance the County's ability to attract future grant funding for broadband deployment and adoption projects. On December 10, 2013 the Board of Supervisors approved the County's participation in the NBNCBC and authorized the grant application.

On June 12, 2014, the Californian Public Utilities Commission (CPUC) awarded the NBNCBC a \$250,000, 2-year grant from the CASF, a portion of which will be used to fund county-specific broadband planning. Each county will receive a proportional share of the grant funds. Each county's share is totals approximately \$62,500 for the 2 year program (\$31,250 annually). The required budgetary adjustments for the first year grant funding of \$125,000 will be processed with the 1<sup>st</sup> Quarterly Consolidated Adjustments.

County-specific funds would be spent to survey current county broadband status, and to stimulate improved broadband deployment and adoption throughout each county. NBNCBC will also conduct regional planning activities for all counties in the consortium, will provide common services such as mapping and data management, and will provide county-specific services, as needed.

The MOU is required to define each counties role as part of their participation in the NBNCBC. As Sonoma County will be the fiscal agent for the grant, the MOU authorizes acceptance and administration of the grant funds. Grant related expenses will be reimbursed to NBNCBC members upon approval of quarterly reports and payment requests by the CPUC. Administration expenses for administration of the grant will be reimbursed to the EDB. The MOU also authorizes formation of the NBNCBC Oversight Committee which is comprised of a board of supervisor's member from each county. The Oversight Committee will meet quarterly to monitor progress with the grant work plan, interface with NBNCBC boards of supervisors and facilitate common issues affecting all member counties. Board members that are currently active in member county broadband efforts include Marin County Supervisor Steve Kinsey, Napa County Supervisor Brad Wagenknecht, Mendocino County Supervisor Dan Hamburg and Sonoma County Supervisor Efren Carrillo. A separate board item will be brought before your Board today to approve member appointment to the NBNCBC Oversight Committee.

Sonoma County's Rural Broadband efforts and advocacy are continuing and include the following:

- **EDB Budget** – The FY 2014-2015 EDB Budget includes \$60,000 in appropriations for local broadband program advocacy. \$15,000 is provided by the Sonoma County Water Agency and \$45,000 through the Economic Development Initiatives – Category A3 of the Sonoma County Advertising Program. Expenditures are for part time staffing, development of the local broadband plan, advocacy for broadband projects and funding and maintaining a web site. The web site provides users information and updates on local and regional broadband deployment efforts and issues. It also allow users to provide information on their broadband services which will be used to determine unserved and underserved areas.
- **Access Sonoma Broadband Working Group** – To facilitate and advocate for our local broadband efforts Access Sonoma Broadband (ASB) was formed as a function of the EDB Office. ASB is also a working group for development of a local broadband plan.

- **Local Broadband Plan** – The ASB is working on development of local broadband plans and conceptual infrastructure development. The plan is anticipated to become part of the County’s General Plan and will be a guide document for broadband deployment in the county.
- **Regional Coordination** – ASB is work very closely with the NBNCBC on broadband planning and advocacy. The ASB and Broadband Alliance of Mendocino County (BAMC) have worked closely advocate for broadband funding legislation and rural broadband infrastructure projects in our region and northern California. With the newly formed Northern California Broadband Coalition, the ASB has formed another important strategic partnership with 14 other Northern California counties, promoting broadband expansion into rural counties.
- **Private Broadband Providers** – In efforts to encourage private partners in our rural broadband program staff have met with representatives from Verizon, AT&T, Comcast and Sonic. Corporate broadband providers are also attending ASB meetings.
- **Mapping** – With the assistance of the ISD GIS division, the ASB is developing a database for local broadband planning funded by the EDB broadband program budget. The GIS database identifies population centers, anchor institutions, businesses, agricultural and resource related enterprises, health care providers (including non-profits), schools, public buildings, police and fire facilities, parks, public lands and tourist faculties. Where possible, the database will also identify existing broadband infrastructure including wire and cell towers. Currently infrastructure of private broadband providers (ATT, Verizon, Comcast, Sonic) is proprietary and not publically available.
- **Golden Bear Broadband (GBB) Northern California Regional Middle Mile and Coast Route One Infrastructure Projects CPUC Grant Application** – Major efforts in the last 2 years have focused on design and support of the Northern California Regional Middle Mile Broadband Infrastructure Project (NCRMMBIP), which includes the development of backbone broadband infrastructure in 16 rural northern California counties. This project was withdrawn due to lack of support by CPUC staff.

**Prior Board Actions:**

February 21, 2012 – Board directed the EDB and ISD to perform studies to determine infrastructure needs and seek funding opportunities for broadband programs.  
 December 10, 2013 – Board approved a resolution endorsing the County’s membership in the North Bay North Coast Broadband Consortium.

**Strategic Plan Alignment**      Goal 3: Invest in the Future



<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$ 125,000	State/Federal	\$ 125,000
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 125,000</b>	<b>Total Sources</b>	<b>\$ 125,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
Total CPUC/CASF grant is \$250,000 for 2 years: FY 14-15, \$125,000 and FY 15-16 , \$125,000. EDB administrative expenses totaling approximately\$13,000 will be reimbursed by the grant.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Memorandum of Understanding			
<b>Related Items “On File” with the Clerk of the Board:</b>			
CPUC Resolution T-17445			

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF  
SONOMA AND THE COUNTY OF MARIN, THE COUNTY OF MENDOCINO AND  
THE COUNTY OF NAPA  
AS PART OF THEIR PARTICIPATION  
IN THE NORTH BAY NORTH COAST BROADBAND CONSORTIUM**

This Memorandum of Understanding (“MOU”) is made by and between the County of Sonoma (“Sonoma”), the County of Marin (“Marin”), the County of Mendocino (“Mendocino”) and the County of Napa (“Napa”) (collectively referred to as the “Parties”) and is dated for convenience as of \_\_\_\_ 1, 2014.

**RECITALS**

**Whereas**, providers of broadband access and services claim they provide standard or above broadband capacity and services to the citizens and entities in the region of Marin, Mendocino, Napa and Sonoma (“North Coast Region”); and

**Whereas**, substandard broadband access in any portion of the North Coast Region damages the local economy, impairs the quality of life for residents, degrades visitor experience, and discourages economic development; and

**Whereas**, it is in the public interest that the Parties coordinate their efforts to improve broadband access in the North Coast Region; and

**Whereas**, Parties have jointly submitted a grant application from the Rural and Urban Regional Broadband Consortia Grant Account, as the North Bay/North Coast Broadband Consortium (“NBNCBC”), to obtain grant funds to gather data regarding the following: (1) immediate and future broadband needs and demands of residents and entities that are located in the North Coast Region; (2) reliability and accuracy of the regional broadband data compiled by CPUC and NTIA; and (3) assist broadband providers by giving providers access to this data so the providers can ensure standard or broadband access is made available throughout the North Coast Region; and,

**Whereas**, the CPUC has adopted resolution T-17445 approving up to \$250,000 in a two-year grant of funds (up to \$125,000 per year) to enable Marin, Mendocino, Napa and Sonoma counties to work together to implement the CPUC approved **NBNCBC Annual Work Plan, Project Schedule, and Budget** for each year.

**Whereas**, Government Code section 6500 et seq. authorizes Parties to enter this Agreement to coordinate efforts to improve broadband access to the North Coast Region; and

**OPERATIVE PROVISIONS**

**Now, Therefore, Be It Understood** as follows:

1. The Parties authorize the County of Sonoma to accept the Grant of up to \$250,000 (up to \$125,000 per year) from the CPUC and to distribute the funds to each of the Parties as set forth in the budget for each annual **NBNCBC Annual Work Plan, Project Schedule, and Budget**, which must be approved by the CPUC.

2. The Parties authorize the formation of a North Bay North Coast Broadband Oversight Committee (“Oversight Committee”) which shall be comprised of one supervisor from each county and the NBNCBC Project Manager. Each county Board of Supervisors has designated one of its supervisors to serve on the NBNCBC Oversight Committee. The NBNCBC Project Manager shall be a non-voting member of the Oversight Committee. Each of the Committee Members shall serve at the pleasure of the governing board of the Party who appointed the Committee Member, and may be removed by such governing body at any time. If at any time a vacancy occurs on the Committee, a replacement shall be appointed to fill the position of the previous Committee Member within 90 days of the date that such position becomes vacant. Committee Members may be (but need not be) members of the Board of Supervisors.

The roles of the NBNCBC Oversight Committee include:

- Monitor the progress of the **NBNCBC Annual Work Plan, Project Schedule and Budget**.
- Act as the common interface to the NBNCBC counties and their Boards of Supervisors
- Formulate and facilitate issues and opportunities that cut across the counties

The NBNCBC Oversight Committee does not have authority to set public policy. Public policy broadband issues and plans that affect a NBNCBC county are to be made by the appropriate county governing bodies within that county. When public policy broadband issues and broadband plans cross over NBNCBC counties the four county Boards of Supervisors will work towards consensus. A majority of the Committee Members shall constitute a quorum of the Committee, except that less than a quorum may adjourn from time to time in accordance with law.

3. The NBNCBC Oversight Committee meets quarterly and receives quarterly reports from the NBNCBC Management Team. All meetings of the Oversight Committee shall comply with the Ralph M. Brown Act (Government Code section 54950 et seq.), the California Public Records Act (Government Code section 6250 et seq.) and all federal and state conflicts of interest laws, including grant requirements and the California Political Reform Act (Government Code section 81000 et seq.)

4. The Oversight Committee is authorized to adopt bylaws to otherwise govern its procedures. The Oversight Committee shall not have authority to make and enter contracts. The Oversight Committee shall not have authority to employ agents and employees. The Oversight Committee shall not have authority to acquire, contract, manage, maintain, and operate any buildings, infrastructure, works or improvements. The Oversight Committee shall not have authority to acquire property by eminent domain. The Oversight Committee shall not have authority to lease property. The Oversight Committee shall not have authority to sue or be sued in its own name. The Oversight Committee shall not have authority to incur debts, liabilities and obligations.

5. Reimbursement of Expenses. Committee Members shall serve without compensation, but may be paid actual expenses incurred in the performance of their duties. Payment of expenses shall fully comply with the terms of the grant as set forth in the CPUC California Advanced Services Fund Rural and Urban Regional Broadband Grant Program: Administrative Manual (“Administrative Manual”).

6. The Sonoma County Economic Development Board shall serve as the fiscal agent for the Parties for purposes of the CPUC California Advanced Services Fund (“CASF”) Rural and Urban Regional Broadband Grant Program (“Grant”). The Fiscal Agent shall perform limited financial services associated with the administration of the Grant as set forth in Administrative Manual. The Fiscal Agent shall establish a bank account solely for CASF grant funds as recommended by the Administrative Manual. The Fiscal Agent and the County of Sonoma shall not be responsible for paying any reimbursement requests that have not been approved by the CPUC. The Fiscal Agent and the County of Sonoma shall not be responsible for reviewing accuracy of each Party’s invoices or compliance with the grant terms. Each Party shall be responsible for its own compliance with the terms of the Grant and shall sign a declaration of accuracy and completeness with each payment request. A copy of the declaration is attached hereto as Exhibit A.

7. Effective Date and Term. This Agreement shall become effective upon the approval of each Parties’ Board of Supervisors. The Agreement shall terminate June 30, 2016 or until this Agreement is terminated in accordance with Section 8, subject to the rights of the Parties to withdraw in accordance with Section 9

8. Mutual Termination. This Agreement may be terminated only by the mutual agreement of all of the Parties. Upon termination of this Agreement, Parties shall mutually agree upon the disposition of the grant funds in compliance with the terms of the grant. If the Members are unable to reach an agreement on such disposition, the funds shall be apportioned pursuant to each Member’s proportionate share which shall be determined by the fiscal agent in accordance with the terms of the grant.

9. Withdrawal. Individual Members may withdraw from this Agreement without affecting the continuing participation by the remaining Members.

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

11. Amendment of this Agreement. This Agreement may be amended only by the written agreement of all Parties.

12. Severability. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Parties that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

13. All reports, documents, payment requests and declarations shall be mailed to the Fiscal Agent at the following address:

Steven Sharpe, Department Analyst  
Sonoma County Economic Development Board  
141 Stony Circle, Suite 110  
Santa Rosa, CA 95404

Each Party shall submit invoices to the Fiscal Agent quarterly on the following dates: September 30, 2014, December 31, 2014, March 31, 2015 and June 30, 2015. The Party shall include a signed declaration with each invoice ensuring the accuracy of the payment request and the compliance with the terms of the grant. A copy of the declaration is attached hereto as Exhibit A.

14. Federal, State and Local Payroll Taxes. Neither federal, state nor local income tax nor payroll tax of any kind shall be withheld or paid by Fiscal Agent on behalf of the Parties or employees of the Parties. Parties' employees or representatives shall not be treated as employees of the Fiscal Agent with respect to the services performed hereunder for federal, state or local tax purposes. Each Party shall fully comply with all federal, state and local laws, rules, executive orders and regulations that may be applicable to this Agreement. At the request of Fiscal Agent or the Oversight Committee, each Party shall furnish certificates to the effect that it has complied with said laws, rules and regulations.

15. Complete Agreement. This Agreement constitutes the full and complete agreement of the Parties with respect to the subject matter hereof. All prior negotiations and written and/or oral agreements between the Parties with respect to the subject matter of this Agreement are merged into this Agreement.

16. Execution in Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument and as if all signing Parties had signed the same instrument.

**In Witness Whereof**, Parties have executed this Agreement as set forth below.

County of Sonoma

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Veronica A. Ferguson, Clerk of the  
Board of Supervisors

County of Marin

By: \_\_\_\_\_  
Chair, Board of Supervisors

County of Mendocino

By: \_\_\_\_\_  
Chair, Board of Supervisors

County of Napa

By: \_\_\_\_\_  
Chair, Board of Supervisors

**Exhibit A to Agreement**

**North Bay North Coast Broadband Consortium (NBNCBC) Quarterly Report and Payment Request Transmittal Letter and Declaration**

To: County of Sonoma Economic Development Board

From NBNCBC Member County:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: \_\_\_\_\_

Attached are the Quarterly Report and/or Payment Request for:

Work Plan Yr/Qtr # \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that, to the best of my knowledge, all of the statements and representations made in this Quarterly Report are true and correct and any and all payment requests hereby submitted fully comply with the terms of the CASF Grant Administrative Manual (*California Advanced Services Fund Rural and Urban Regional Broadband Consortium Grant Program Administrative Manual, Version 3, January 2014 - <http://www.cpuc.ca.gov/NR/rdonlyres/FFD83784-5136-47A8-A001-6D85C2C9DB45/0/AdminManualConsortia2014a.pdf>* )

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 17  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Dental Health Access and Education

### **Recommended Actions:**

Authorize the Director of Health Services to execute the first amendment to an agreement with Community Action Partnership, to expand the school-based dental sealants and education program and to coordinate treatment services for low-income children, increasing the contract by \$170,209, resulting in a new total not to exceed amount of \$260,209, and extending the term from December 31, 2014 to June 30, 2015.

### **Executive Summary:**

This item requests approval of the first amendment to an agreement with Community Action Partnership (CAP), to expand the school-based dental sealants and education program and to coordinate treatment services for low-income children, increasing the contract by \$170,209, resulting in a new total not to exceed amount of \$260,209, and extending the term from December 31, 2014 to June 30, 2015.

The Department of Health Services has identified five pillars of dental health: community education, fluoride varnish application, community water fluoridation, sealant placement, and access to dental care. In March 2013, the Department of Health Services contracted with Community Action Partnership (CAP) to coordinate and convene meetings of the Sonoma County Oral Health Access Coalition (SCOHAC) and the Oral Health Taskforce, evaluate school-based dental disease prevention models, promote oral health and advocate for increased access, increase community partnerships, expand access to preventive care and oral health services for underserved children and pregnant women, and conduct a countywide dental health survey of school children. The efforts performed under this agreement serve to address four of the five pillars of dental health including community education, fluoride varnish application, sealant placement, and access to dental care.

Based on CAP's established partnerships with schools and other community representatives, a single-source request was submitted and approved by the Sonoma County Purchasing Agent for this agreement. CAP has successfully performed its obligations under the agreement. CAP community health workers provide community education related to the Women, Infants, and Children (WIC) and perinatal health programs. Fluoride varnish applications have become more integrated into medical visits as a



result of the work of the Oral Health Task Force, which is coordinated by CAP. Sealant placements in community dental clinics are increasing with non-traditional dental providers trained by CAP. Access to dental care has also increased, as a result of CAP's work on the current contract, through collaborative efforts with community health dental clinics and other stakeholders.

CAP's activities on the current agreement included assessing the dental health of nearly 2000 kindergarten and 3<sup>rd</sup> grade students, which enabled the completion of the 2014 Smile Survey; developing and evaluating two school-based dental disease prevention program models for financial sustainability and replication in Sonoma County elementary and middle schools; and convening and coordinating the Oral Health Task Force and SCOHAC. CAP worked to expand the dental health assessment and service network through collaborations with community partners.

The Department proposes an amendment to the current contract with CAP to leverage existing collaborative efforts with Santa Rosa Junior College, Petaluma Health Center, Petaluma and Bellevue school districts, private dental professionals, and the Mighty Mouth mobile dental clinic to expand the school-based dental disease prevention program. The goal of the program is to reach all 28 Sonoma County schools where more than 50 percent of the students enrolled are in the federal free or reduced lunch program in a multi-year effort. Significant community engagement will continue to be critical to expand the model, with planning, coordination, education, and quality assurance provided by CAP. Outreach to inform the dental, medical, and education communities about the importance of school-based services has resulted in increased interest among federally qualified health center (FQHC) dental directors and additional school districts to participate in the expansion of the program. For students attending schools that do not meet the current criteria for the implementation of a school-based dental disease prevention program, CAP and its collaborative partners will continue to provide education regarding dental access options as described in the DHS dental health campaign "Healthy Teeth for Healthy Life."

The proposed contract amendment will require CAP to perform expansion planning activities for a multi-year effort. The activities added with the contract amendment are based on lessons learned during the school-based dental disease prevention pilot program. With this amendment, CAP will increase the number of schools in the program from 8 to 16, increase the number of children reached from 800 to 1500, and provide reporting on the Sonoma County school-based dental disease prevention program. The proposed amendment will allow for increased staff and resources to perform the following additional efforts:

- Review and revise all logistical and clinical forms from lessons learned in pilot
- Develop communication plan for schools, clinicians, and parents
- Dental education for Community Health Worker interns (SRJC) and school personnel
- Develop report templates for school districts and individual schools
- Develop MOUs for new school districts
- Identify a new program data collection tool
- Identify evaluation criteria and develop tracking tools
- Develop referral resources and community partner relationships

**Prior Board Actions:**

On February 26, 2013 the Board approved an agreement with Community Action Partnership to provide, coordinate, and lead community-based oral health related activities for the period ending December 31, 2014 for an amount not to exceed \$90,000.

<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Providing dental health access and education services for the residents of Sonoma County serves to promote increased overall health.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$                    0	County General Fund	\$                    0
Add Appropriations Req'd.	\$            170,209	State/Federal	\$                    0
	\$	Fees/Other	\$                    0
	\$	Use of Fund Balance	\$            170,209
	\$	Contingencies	\$                    0
	\$		\$
<b>Total Expenditure</b>	<b>\$            170,209</b>	<b>Total Sources</b>	<b>\$            170,209</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The funding source for this agreement is Realignment. The FY 14-15 budget will be adjusted through the first quarter consolidated budget adjustments process to include \$170,209 for this agreement.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
N/A			
<b>Attachments:</b>			
First amendment to the agreement with Community Action Partnership			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Original agreement with Community Action Partnership			

**MODIFICATION NUMBER ONE OF AGREEMENT FOR SERVICES BETWEEN  
COUNTY OF SONOMA AND COMMUNITY ACTION PARTNERSHIP**

On March 5, 2013, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Community Action Partnership, a community-based organization, (hereinafter referred to as "Contractor") entered into a service agreement (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
2. Exhibit B.3 (Budget for Phase I School-based Dental Health Project Expansion) is hereby added to the Agreement, is attached hereto, and is incorporated herein by this reference (hereinafter "Exhibit B.3").
3. Exhibit C (County of Sonoma Contract Insurance Requirements) is hereby deleted and replaced in its entirety with the attached Exhibit C (Insurance Requirements).
4. Article 2 – Payment is hereby revised to read as follows:

2. Payment

For all services and incidental costs required hereunder:

2.1. Payment for Services

Contractor shall be paid on a time-and-material/expense basis in accordance with the budget set forth in Exhibits B.1, B.2, and B.3, provided, however, that total payments to Contractor shall not exceed \$260,209 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. County Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as any of the following: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business

in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor does qualify, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in their facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

### 2.3. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

### 2.4. Federal Funding

This Section 2.4 is applicable if all or part of this Agreement will be paid with Federal awards.

#### 2.4.1. Required Information.

As a pass-through entity, County is required to provide certain information regarding Federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

- |                    |                             |
|--------------------|-----------------------------|
| a. CFDA Number:    | d. Award Name:              |
| b. CFDA Title:     | e. Federal Award(s) Amount: |
| c. Federal Agency: |                             |

#### 2.4.2. OMB Circular A-133.

As a subrecipient of Federal awards, Contractor is subject to the provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (hereinafter "OMB Circular A-133"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB Circular A-133 requires a subrecipient that expends \$500,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

#### 2.4.3. Audits

Contractor agrees that all expenditures of State and Federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State agencies, and/or Federal

agencies. Contractor warrants that it shall comply with the audit requirements as set forth in Office of Management and Budget (OMB) Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

2.4.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, State agencies, and/or Federal agencies to the working papers of the external independent auditor.

2.4.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a State agency, and/or a Federal agency to extend the retention period.

2.4.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State agencies, and/or Federal agencies related to services provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

5. Article 3 – Term of Agreement is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from January 1, 2013 to June 30, 2015, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

6. Section 4.6 – Obligations After Termination is hereby revised to read as follows:

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement:

- (1) Section 2.4 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records),
- (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum)

7. Section 9.17 (Lobbying) is hereby added to the Agreement as follows:

9.17. Lobbying

If any Federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

8. Section 9.18 (Subcontractors) is hereby added to the Agreement as follows:

9.18. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9. Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) is hereby revised to read as follows:

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO COUNTY: Kimberley Caldewey  
Health Program Manager  
County of Sonoma – Department of Health Service  
490 Mendocino Avenue  
Santa Rosa CA 95404  
707-565-4837  
kim.caldewey@sonoma-county.org

TO CONTRACTOR: Tim Reese  
Executive Director  
Community Action Partnership  
1300 N. Dutton Avenue  
Santa Rosa CA 95401  
707-544-6911  
treese@capsonoma.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**CONTRACTOR:**

\_\_\_\_\_  
Tim Reese, Executive Director  
Community Action Partnership

\_\_\_\_\_  
Dated

**COUNTY OF SONOMA:**  
Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

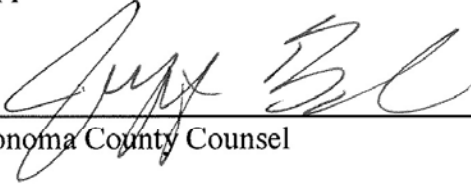
\_\_\_\_\_  
Dated

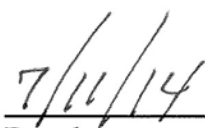
Approved as to Substance:

\_\_\_\_\_  
Division Director or Designee

\_\_\_\_\_  
Dated

Approved as to Form:

  
\_\_\_\_\_  
Sonoma County Counsel

  
\_\_\_\_\_  
Dated

**Exhibit A - Scope of Work**

**Project: Sonoma County Oral Health Access Coalition**  
**Period of Performance: January 1, 2013 through December 31, 2014**

Goal	Activity	Timeframe	Staff
Continue, expand, and lead a coalition of dental health providers, CBOs, medical providers, and representatives of the educational systems, local government and the private sector.	<ul style="list-style-type: none"> <li>• Coordinate and convene at least bimonthly SCOHAC Steering Committee meetings of collaborative key stakeholders</li> <li>• Coordinate and convene quarterly meetings of whole committee</li> <li>• Coordinate and convene meetings of the Oral Health Taskforce</li> </ul>	At least bimonthly and quarterly meetings 1/1/13-12/31/14	Dr. Susan Cooper, DDS, SCOHAC Chairperson
Increase awareness of importance of preventative and perinatal oral health and educate on public policy which can promote oral health including water fluoridation and sealants	Promote oral health and increase access through community advocacy: <ul style="list-style-type: none"> <li>• Presentations at public meetings (BOS)</li> <li>• Give Kids a Smile Event</li> <li>• Perinatal Oral Health education</li> <li>• Educational presentations for healthcare providers, Sutter Hospital Family Practice Residents and SRJC Nursing students</li> <li>• Santa Rosa Junior College Dental Clinic</li> <li>• WIC Dental Days</li> <li>• Mommy &amp; Me Program for WIC enrollees</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, DDS, Community Action CHWs and SCOHAC members
Work with SHOHAC and the Sonoma County Oral Health Taskforce to develop and implement a collaborative model that aligns strategic objectives and functions.	<ul style="list-style-type: none"> <li>• Work with SHOHAC and the Oral Health Taskforce to identify opportunities to integrate objective and functions.</li> </ul>	1/1/13-12/31/14	SCOHAC members; Sonoma County Oral Health Taskforce members
Through SCOHAC partnerships, increase access to preventative care and oral health services for underserved children and pregnant women	<ul style="list-style-type: none"> <li>• St. Joseph Mobile Dental Clinic</li> <li>• PDI Surgery Center</li> <li>• Redwood Empire Dental Society</li> <li>• SRJC Dental Clinic</li> </ul>	1/1/13-12/31/14	SCOHAC partner dental treatment agencies and organizations



Goal	Activity	Timeframe	Staff
Through SCOHAC partnerships, develop and design a financially sustainable dental sealant model that can be replicated/ implemented in Sonoma County elementary and middle schools with the goal of increasing access to dental sealants for underserved populations in Sonoma County.	<ul style="list-style-type: none"> <li>• Sonoma County Schools</li> <li>• St. Joseph Mobile Dental Clinic</li> <li>• PDI Surgery Center</li> <li>• Redwood Empire Dental Society</li> <li>• SRJC Dental Clinic</li> <li>• Senior care facilities</li> </ul>	1/1/13-12/31/14	SCOHAC partner dental treatment agencies, schools, senior care facilities and other organizations
Increase access to oral health care for underinsured and uninsured children	<ul style="list-style-type: none"> <li>• Recruit volunteers for community dental access events (Give Kids a Smile)</li> <li>• Recruit volunteer dentists to provide no-cost urgent dental care</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, SCOHAC members and Community Action CHWs
Develop tools to track pediatric oral health care	<ul style="list-style-type: none"> <li>• Test the use of local data from state mandated kindergarten dental exams as a surveillance tool</li> <li>• Implement a universal oral health tracking tool for families (similar to vaccination record)</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, SCOHAC members
Design, organize and implement a 2013 Sonoma Smile Survey	<ul style="list-style-type: none"> <li>• Design, organize and implement a 2013 Sonoma Smile Survey as described in Attachment A.1 attached hereto and incorporated into this Exhibit A by reference.</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, SCOHAC partner dental treatment agencies, schools, and other organizations
Plan one oral health community event	<ul style="list-style-type: none"> <li>• Hold one community event, honoring Oral Health Champions and promoting Oral Health and the programs working towards solutions.</li> </ul>	1/1/13-12/31/14	Dr. Susan Cooper, SCOHAC members; Sonoma County Oral Health Taskforce; Community partners

**Project: 2013 Sonoma Smile Survey**  
**Period of Performance: January 1, 2013 through December 31, 2014**

During the 2008-2009 school year, oral health screenings were completed at randomly selected elementary schools throughout Sonoma County. Fifteen elementary schools were selected (Table 1). One school declined to participate and one school only allowed us to screen kindergarten students. A trained dental examiners completed all of the screenings using the diagnostic criteria developed and published by the Association of State and Territorial Dental Directors (*Basic Screening Surveys: An Approach to Monitoring Community Oral Health*, www.astdd.org). Four oral health indicators were collected for each child screened -presence of decayed teeth, presence of filled teeth, presence of dental sealants, and treatment urgency. Only those children that returned a positive consent form were screened.

Data analysis was completed using SAS 9.1 (Cary, NC). Data obtained through the oral health screening has been adjusted to account for both the sampling scheme and non-response.

The *Sonoma County Smile Survey* screened 808 kindergarten and 675 3rd grade children; 82% of students enrolled in the 15 sample schools. About half of the children screened were male, 56% were Hispanic and 32% were white non-Hispanic. (*Sonoma Smile Survey 2009*)

TABLE 1

SCHOOL NAME	SCHOOL DISTRICT
Live Oak Charter	Petaluma City Elementary
Liberty Elementary	Liberty Elementary
Mary Collins School at Cherry	Petaluma Joint Union High
Oak Grove Elementary	Oak Grove Union Elementary
Valley Vista Elementary	Petaluma City Elementary
Olivet Elementary	Piner-Olivet Union Elementary
Miwok Valley Elementary	Old Adobe Union Elementary
Brook Hill Elementary	Santa Rosa Elementary
John Reed Elementary	Cotati-Rohnert Park Unified
Jefferson Elementary	Cloverdale Unified
Monte Rio Elementary	Monte Rio Union Elementary
Meadow View Elementary	Bellevue Union Elementary
Sheppard Elementary	Roseland Elementary
Helen M. Lehman Elementary	Santa Rosa Elementary
Abraham Lincoln Elementary	Santa Rosa Elementary

These schools were selected by the project consultant, epidemiologist. A range of schools was selected depending on the percentage of children eligible for school lunch program. The range was from 2% to 98% FRL. Schools from Sonoma and Healdsburg were not selected. Only one examiner, Susan Cooper DDS was used for consistency in recording findings. Community Action Partnership organized and implemented the project.

2013 Sonoma Smile Survey Project Components:

Contractor agrees to design, organize and implement a 2013 Sonoma Smile Survey that includes the following project components:

- Contractor shall provide the Sonoma County Health Officer for his/her review and approval a detailed work plan to design, organize and implement the 2013 Sonoma Smile Survey (2013 Smile Survey).
- Contractor shall conduct the 2013 Smile Survey in the schools listed in Table 1 above and elementary and middle schools located in the cities of Healdsburg and Sonoma.
- County shall provide epidemiologist to assist Contractor in the design of the 2013 Smile Survey project.
- Contractor shall conduct the 2013 Smile Survey in the beginning of the 2013-2014 school year.
- Contractor shall use one examiner for consistency in findings.
- Contractor shall obtain positive consent from all parents/guardians of children who participate in the 2013 Smile Survey.
- Contractor shall engage school nurses to assist in the dental screenings and obtaining the return of consent forms.
- Contractor shall ensure that all survey staff are trained in case management and can assist the nurses with referral for urgent cases.
- Contractor shall design the survey in a way that provides more information than the 2008-2009 Sonoma Smile Survey and provide more in depth analysis on whether WIC and other disease prevention and intervention programs are improving the oral health of children in Sonoma County, including but not limited to collecting:
  - Number of restorations on each child
  - Has child been through WIC program (can compare this cohort with non WIC participants)
- Use iPad application for more complex data collection.

**Project: School-Based Dental Disease Prevention Program**

**Period of Performance: July 1, 2014 through June 30, 2015**

**Project goal: To improve the health and learning of Sonoma County children, using a School-based dental disease prevention program.**

Activity	Time Frame	Deliverables
<b>Goal 1: Expansion planning for the pilot school based dental disease prevention program, Phase 1</b>		
Develop a strategy, budget and timeline to reach all 28 target schools (>50% FRL) for program participation using both the Fee for Service (RDHAP) and FQHC program models. <ul style="list-style-type: none"> <li>• The work plan will be organized in Phases, with each phase comprising a 12 month period to include the academic calendar year.</li> <li>• Research the school districts’ policies for our providers being on campus.</li> </ul>	July-September 2014	Work plan with timeline for Phase I expansion FQHC service area map for identification of include targeted school School selection criteria
Identify key partners and school personnel and workforce	July-August 2014	Contact list of key school personnel Contact list of qualified RDHAPs Contact list of FQHCs with dental clinics
Identify a program data collection tool	July-August 2014	Data collection tool, vetted by DHS epidemiologists
Identify evaluation criteria and develop tracking tools	July-August 2014	Evaluation tracking tools developed to track: 1) consent returns, 2) case management, 3) services provided

Activity	Time Frame	Deliverables
<b>Goal 2: Develop necessary resources for Phase 1 program expansion</b>		
Outreach to school personnel: program explanation and how to join	July-ongoing through each phase of expansion	6-8 Program presentation to schools and providers during Phase 1
Refine program protocols and forms from lessons learned in pilot	July-August 2014	Program procedure manual and training manual developed and tested
Develop MOUs for new districts	July-August 2014	Updated MOUs
Gather school information: census, calendars, rosters, bell schedules, Medi-Cal enrollees/eligible children	August-September 2014	Individual school information packets compiled and maintained
Identify ideal locations at each school for program delivery	August-September 2014	Sites identified, included in school information packets
Dental education training for CHW interns and school personnel	September 2014	Training tools developed & tested and training manual written
Develop referral resources and community partners	July-September 2014	Referral list that includes insurance information and specific referral pathways Develop relationships between school nurses and referral resources (2-3 meetings of nurses and dental providers)
Develop report templates for school districts and individual schools	August-September 2014	Templates developed for information sharing with each district and school

Activity	Time Frame	Deliverables
<b>Goal 3: Implement Phase 1 expansion of pilot program</b> (Time Frame is July 2014 - June 2015 unless noted otherwise)		
Execute MOUs	August-September 2014	Have appropriate MOU with each agency, individual or district involved with the program
Provide program and administrative oversight		As measured by a monthly time study which records activity and amount of time spent by each member of program staff
Provide Quality Assurance oversight		As measured by quarterly QA reports
Program analysis and redirection if necessary		As measured by minutes from regular program staff meetings of CAP, and/ or DHS, Providers, School personnel
Provide services of a licensed dentist (i.e., ordering sealant materials)		Sealants and materials in place for 2014-15
Coordination between other OH programs by our community partners to prevent duplication of efforts and to maximize county resources		As measured by notes from meetings with community partners
Act as liaison between provider and program		
Liaison between program and school staff		
Provide clinical oversight		Conference calls, meetings with medical personnel
Co-ordinate scheduling with school personnel and CHW interns		Completed calendar of dates and times for dental team visits for each school.
Provide billing assistance to private providers		Increased insurance reimbursements
Data input management		Monthly report of data to DHS

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<b>Activity</b>	<b>Time Frame</b>	<b>Deliverables</b>
Case management follow-up for urgent problems and insurance application assistance		Case management protocols in place for each school or district. Case management tracking report for each school.
Consent management: preparation, bundling, distribution, incentives, collection, and assistance with gathering information not provided.		As measured by the consent tracking report
Data entry for program totals		As measured by the data tracking tool
Reports to schools and districts		As measured by the School report tracking tool
Send School staff appreciations		As measured by the school report tracking tool
Assist with class room education		Review all education materials for accuracy, literacy level and age-appropriate considerations

Activity	Time Frame	Deliverables
<b>Goal 4: Program Assessment, Analysis and Modification</b>		
Assess protocols and procedures and make necessary changes	May-June 2015	Yearly update to program and training manuals
Data Analysis-Health data; Referral follow-up; QA evaluation		Reported in yearly progress report

**School-Based Dental Disease Prevention Program Progress Reporting:**

Information Tracked	Tracking Report	Report Interval
Criteria established for priority of school participation selection	School selection criteria report	Annual
Timeline for expansion development and planning phase	Planning expansion timeline report	Annual
Partners' Contact information	Partners Contact list	Updated semi-annually
Consent returns- number distributed. % returned, % yes, % no	Consent tracking tool	
Case management- Referral protocols, identifies specific referral pathways for districts, who monitors case follow-up- school personnel, volunteer centers, CAP personnel	District Case Management Protocols	Annual
Case management tracking; tracks notification to parent, referral provider, initial appointment completed, treatment completed	Case Management Tracking tool	Annual for each District
Program service outcomes; numbers screened, # varnishes, # who need sealants, # receiving sealants	Outcomes Tracking tool	Quarterly
# of kids with decay, # kids needing urgent treatment, # caries free	Disease tracking tool	Quarterly
Program description, procedures, protocols, report templates, data tracking, vendor lists, forms, job descriptions	Program Guidebook	Updated annually



<b>Information Tracked</b>	<b>Tracking Report</b>	<b>Report Interval</b>
OH education training tools for providers, volunteers, interns on Oral health messages, evidence based guidelines for sealant placement in the public health setting, billing insurance, materials and equipment	Provider training manual	Updated as needed
Specific school reports and appreciation letters to school staff who aided program	School /District Reports and appreciation tracking tool	Annually/school and district
Program and administrative oversight time tracking	Time studies for CAP program staff	Monthly
Program quality assurance; clinical results, infection control guidelines, DHC compliance	QA report	Annually per site
Yearly program progress report	Phase I Progress report	June 2015

**Exhibit B.3. Budget**  
**Community Action Partnership of Sonoma County**  
**Budget for Phase I School-based Dental Health Project Expansion**

<b>Description</b>		<b>Cost (\$)</b>
<b>Salaries/Benefits</b>	Salary - Program Manager (1248 hours @ \$40/hour)	49,920
	Salary - Dental Advisor (832 hours @ \$36/hour)	29,952
	Salary - Community Health Worker 2 (2080 hours @ \$17/hour)	35,360
	Benefits	19,335
	Total Salaries/Benefits	134,567
<b>Consultants</b>	Consultant fees	7,200
<b>Direct Costs</b>	Telecommunications & Internet	385
	Postage	45
	Copying and Printing	1,000
	Occupancy Dutton	2,496
	Specialized services - Egnyte subscription	1,000
	General Liability Insurance	480
	Computer Services	2,575
	Audit Fees	348
	Total Direct Costs	8,329
<b>Indirect Costs</b>	Indirect Costs per Contract (Indirect Costs = 13.4%)	20,113
<b>Total Project Expenses</b>		<b>170,209</b>

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**Exhibit C. Insurance Requirements  
(Template 5)**

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a **Waiver of Insurance Requirements**. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers' Compensation and Employer's Liability Insurance

- a. Required if Contractor has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employer's Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. **Required Evidence of Insurance:** Certificate of Insurance.
- e. If Contractor currently has no employees, Contractor agrees to obtain the above-specified Workers' Compensation and Employer's Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) Form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

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- d. **County of Sonoma, its Officers, Agents, and Employees** shall be additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad-form contractual liability coverage, including the "f" definition of insured contract in ISO Form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - h. **Required Evidence of Insurance**
    - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
    - ii. Certificate of Insurance.
3. Automobile Liability Insurance
- a. Minimum Limits: \$1,000,000 combined single limit per accident.
  - b. Insurance shall apply to all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
  - c. Insurance shall apply to hired and non-owned autos.
  - d. **Required Evidence of Insurance:** Certificate of Insurance.
4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
  - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000, it must be approved in advance by County.
  - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - d. Coverage applicable to the work performed under this Agreement shall be continued for 2 years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy, (2) an extended reporting period endorsement, or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - e. **Required Evidence of Insurance:** Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in this exhibit's Sections 1 - 4.
- b. The name and address for **Additional Insured** endorsements and Certificates of Insurance is:  

**County of Sonoma (DHS)**  
**Contract & Board Item Development Unit**  
**3313 Chanate Road**  
**Santa Rosa CA 95404**
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists at least 10 days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within 30 days.

7. Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, this failure shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 18  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors of Sonoma County

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Department of Health Services

**Staff Name and Phone Number:**

Rita Scardaci, 565-7876

**Supervisorial District(s):**

Countywide

**Title:** Mobile Spay/Neuter Veterinary Services Agreement

### **Recommended Actions:**

Authorize the Director of Health Services to execute the first amendment to an agreement with Sara Ratekin, DVM, for veterinary services associated with the Love Me Fix Me mobile spay/neuter program, increasing the agreement by \$67,950, resulting in a new total not to exceed amount of \$92,950, and extending the term from December 31, 2014 to June 30, 2015.

### **Executive Summary:**

This item requests approval of the first amendment to an agreement with Sara Ratekin, DVM, for veterinary services associated with the Love Me Fix Me mobile spay/neuter program. In February 2014, the Department contracted with Dr. Ratekin for veterinarian services for the Love Me Fix Me program following the early departure of the previous veterinarian. This item requests approval of an amendment increasing the agreement by \$67,950, resulting in a new total not to exceed amount of \$92,950, and extending the term from December 31, 2014 to June 30, 2015.

The Animal Services Unit of the Department of Health Services provides field services, licensing, rabies control, sheltering, and medical care and treatment services to unincorporated areas and several cities within Sonoma County. Animal Services operates a public shelter that takes in nearly 5,000 animals annually, and also works to reduce pet overpopulation through spay and neuter services.

### **Love Me Fix Me – Mobile Spay/Neuter Program**

Launched in January 2013 in partnership with Community Foundation Sonoma County, the Love Me Fix Me program is characterized by a proactive and targeted approach to services. By improving access to low-cost, high-quality spay/neuter surgeries in underserved populations and targeted geographic areas, the County aims to decrease pet overpopulation in Sonoma County. The targeting of specific geographic areas is facilitated with the County's Mobile Animal Center (MAC), a fully-equipped animal surgery and adoption center vehicle that was donated to Animal Services in 2003 for use in community outreach programs.

During the first year, the program met its goals and provided low-cost spay/neuter surgeries for 2,409

animals. Through the amendment an additional 1200 spay/neuter surgeries are anticipated, which will result in a total of 3600 low-cost spay/neuter surgeries for Sonoma County animals during the contract period through June 30, 2015. Approximately 80 percent of Love Me Fix Me surgeries have been provided for animals residing in areas with the highest litter surrender rates and remote areas where access to services is difficult.

**Program Staffing**

Dr. Ratekin was originally contracted as a relief veterinarian under Purchasing Agent authority following the early departure of the previous veterinarian. In April 2014, the Department released a request for qualifications (RFQ) seeking a veterinarian to support the Love Me Fix Me mobile spay/neuter program. Veterinarian responsibilities include performing high-volume spay/neuter surgeries on-board the MAC, overseeing all aspects of veterinary care including pre- and post-operative care, anesthetic administration and monitoring, vaccinations, and emergency care. Two proposals were received and evaluated based on criteria established prior to release of the RFQ, including demonstrated ability and experience in providing veterinary care, performing high-volume spay/neuter surgeries, and professional references. The evaluation team comprised of Department staff and Dr. John Strathman, retired shelter veterinarian, recommended contracting with Dr. Ratekin.

Dr. Ratekin has successfully performed the services associated with the Love Me Fix Me mobile spay/neuter program since joining the program in February 2014. She immediately assisted with the World Spay Weekend event and has since performed over 400 surgeries for this low cost spay/neuter program at 37 clinics in Sonoma County.

**Prior Board Actions:**

9/11/12 - Authorized execution of a grant agreement with Community Foundation Sonoma County to implement a mobile spay/neuter pilot program. 11/20/12 - Authorized execution of a veterinary services agreement to implement a mobile spay/neuter pilot program. 5/7/13 - Authorized amendment to veterinary services agreement. 12/10/13 - Authorized execution of a grant agreement with Community Foundation Sonoma County to continue a mobile spay/neuter program through June 30, 2015.

**Strategic Plan Alignment**      Goal 1: Safe, Healthy, and Caring Community

The services provided through the spay/neuter program will result in a reduction in the number of homeless animals by reducing pet overpopulation, thus improving the health and welfare of the County's animal population.

<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 67,950	County General Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$	Comm. Foundation Grant	\$ 67,950
<b>Total Expenditure</b>	<b>\$ 67,950</b>	<b>Total Sources</b>	<b>\$ 67,950</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The FY 14-15 Budget includes \$67,950 for this agreement. Funding source for this agreement is the Community Foundation Sonoma County grant.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
None			
<b>Attachments:</b>			
First amendment to agreement with Sara Ratekin, DVM			
<b>Related Items "On File" with the Clerk of the Board:</b>			
February 2014 Agreement with Sara Ratekin, DVM			



**MODIFICATION NUMBER ONE OF  
AGREEMENT FOR SERVICES BETWEEN  
COUNTY OF SONOMA AND  
SARA RATEKIN, DVM**

On February 4, 2014, the County of Sonoma, a political subdivision of the State of California, (hereinafter referred to as "County") and Sara Ratekin, DVM, an individual, (hereinafter referred to as "Contractor") entered into a service agreement (hereinafter referred to as "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
2. Article 2 (Payment) is hereby revised to read as follows:

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Payment for Services

Contractor shall be paid on a time-only basis at the rate of \$65.00 per hour, provided, however, that total payments to Contractor shall not exceed \$92,950 without the prior written approval of County. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of County department receiving the services. The bills shall show or include: (i) the task(s) performed, (ii) the time in quarter hours devoted to the task(s), (iii) the hourly rate(s) of the person(s) performing the task(s), and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$92,950 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement for payment and reporting to the California Franchise Tax Board if Contractor does not qualify as any of the following: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor does qualify, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in their facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

#### 2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

#### 2.5. Federal Funding

This Section 2.5 is applicable if all or part of this Agreement will be paid with Federal awards.

##### 2.5.1. Required Information.

As a pass-through entity, County is required to provide certain information regarding Federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding Federal award(s) that will be used to pay this Agreement:

- a. CFDA Number:
- b. CFDA Title:
- c. Federal Agency:
- d. Award Name:
- e. Federal Award(s) Amount:

##### 2.5.2. OMB Circular A-133.

As a subrecipient of Federal awards, Contractor is subject to the provisions of U.S. Office of Management and Budget Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations (hereinafter "OMB Circular A-133"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB Circular A-133 requires a subrecipient that expends \$500,000 in Federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.5.3. Audits

Contractor agrees that all expenditures of State and Federal funds furnished to the Contractor pursuant to this Agreement are subject to audit by County, State agencies, and/or Federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in Office of Management and Budget (OMB) Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to OMB Circular A-133, which applies to non-profit organizations.

2.5.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, State agencies, and/or Federal agencies to the working papers of the external independent auditor.

2.5.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a State agency, and/or a Federal agency to extend the retention period.

2.5.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, State agencies, and/or Federal agencies related to services provided by Contractor under this Agreement. Where allowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost either by cash refund or by offset to subsequent claims.

3. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from Effective Date to June 30, 2015, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Section 4.6 (Obligations After Termination) is hereby revised to read as follows:

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement:

- (1) Section 2.5 (Federal Funding),
- (2) Article 5 (Indemnification),
- (3) Section 9.5 (Records Maintenance),
- (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records),
- (5) Section 9.15 (Confidentiality), and
- (6) Section 13.5 (Applicable Law and Forum)

5. Section 9.16 (Lobbying) is hereby added to the Agreement as follows:

9.16. Lobbying

If any Federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing

regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

6. Section 9.17 (Subcontractors) is hereby added to the Agreement as follows:

9.17. Subcontractors


Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

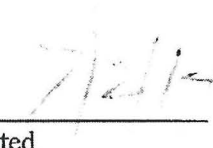
Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONTRACTOR:**

  
\_\_\_\_\_  
Sara Ratekin, DVM

  
\_\_\_\_\_  
Dated

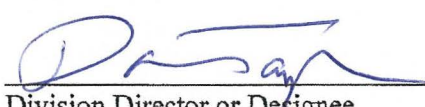
**COUNTY OF SONOMA:**

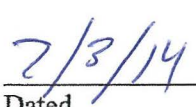
Certificate of Insurance on File with County:

\_\_\_\_\_  
Rita Scardaci, MPH, Director  
Department of Health Services

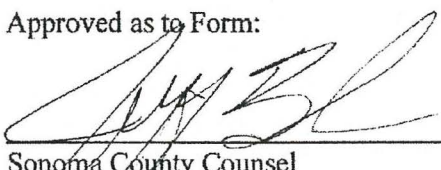
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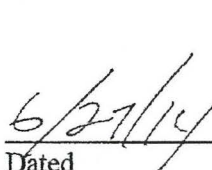
Approved as to Substance:

  
\_\_\_\_\_  
Division Director or Designee

  
\_\_\_\_\_  
Dated

Approved as to Form:

  
\_\_\_\_\_  
Sonoma County Counsel

  
\_\_\_\_\_  
Dated

## **Exhibit A. Scope of Work**

Contractor will do the following:

1. Promote the humane care and treatment of animals at all times.
2. Provide high-volume spay/neuter services using the County's Mobile Adoption Center (MAC) van, three clinics per week for approximately 7 hours per clinic performing surgery on approximately 16 animals per clinic. Clinic work days will be scheduled by mutual agreement of Contractor and County.
3. Oversee all aspects of veterinary care, including physical examination, surgery, pre- and post-operative care, anesthetic administration and monitoring, vaccinations, emergency care, restraint, and treatment.
4. Perform pre-surgery physical examinations on all surgical candidates
5. Provide services based on pre-scheduled clinic locations and times. Schedule is subject to change.
6. Adhere to the highest ethical standards and provision of veterinary care in a safe, competent, professional, and humane manner.
7. Maintain and provide proof of a current license to practice veterinary medicine in California.
8. Maintain complete surgical, complication, mortality, and controlled drug logs and individual patient medical records.
9. Assist with monitoring the use of medical supplies and supply requisitions.
10. Maintain insurance as specified in Exhibit B – Insurance Requirements.
11. Attend related meetings and trainings.
12. Direct the Registered Veterinary Technician and unlicensed veterinary technician in the operation of the clinics.
13. Register all premises at which services will be performed under this Agreement with the California Veterinary Medical Board, and obtain and maintain all necessary permits and registrations with the DEA to allow the purchase and use of necessary drugs for the program.



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 19  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Permit and Resource Management Department

**Staff Name and Phone Number:**

Rosalind Girard 565.3418

**Supervisorial District(s):**

Fifth

**Title:** An Ordinance No. 3836R Permit and Permit Extensions for the Gold Ridge Resource Conservation District; ROI14-0007

### **Recommended Actions:**

Adopt a resolution issuing a roiling permit (Ordinance No. 3836R) and necessary permit extensions to the Gold Ridge Resource Conservation District for the Green Valley Watershed Off Channel Winter Refugia Habitat Enhancement Project in Forestville.

### **Executive Summary:**

Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream or channel which may decrease the clarity of these waterways.

Concurrent Resolution No. 88-1220 of the Board of Supervisors requires that applications for permits describe the work or operations to be done, the purpose of the work or operations, the manner in which the work or operations will be carried out, and the time within which the work or operations will be completed. Pursuant to the Resolution, applications must be accompanied by a copy of the agreement required by Section 1601 et seq. of the California Fish and Wildlife Code and waste discharge permits applicable to the work or operations, if any, pursuant to the Porter-Cologne Water Quality Control Act. Applications by public agencies must also be accompanied by evidence of compliance with the California Environmental Quality Act.

The application submitted by the Gold Ridge Resource Conservation District complies with the requirements of the 3836R Ordinance. The applicant represents that no significant residual impacts affecting water clarity of Green Valley Creek will result. The applicant proposes to re-create and restore alcove, backwater, or perennial pond habitats where channel modification has resulted in decreased shelter, large wood frequency, and habitat complexity in lower Green Valley Creek. The work is proposed to commence no earlier than August 1 and is scheduled to be completed by October 15, 2014.

As described in the application, the work will likely require greater than 30 days to complete. To accommodate this, the permit may be extended for additional 30-day periods if such permit period extensions are approved by the Board of Supervisors as requested in this agenda item. The Director of PRMD shall confirm the need for each permit extension immediately prior to the expiration of the current permit period to ensure that the work is not yet completed and an additional 30-day period extension is necessary. Two 30-day extensions may be required.

The 3836R permit and 30-day extensions require a 4/5 approval vote by the Board according to the requirements of the 1988 ballot measure creating the 3836R Ordinance.

**Prior Board Actions:**

n/a

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

The permit will allow the Gold Ridge Resource Conservation District to enhance the lower Green Valley Creek habitat thereby improving success of adult salmon and steelhead spawning.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

n/a

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

n/a



<b>Attachments:</b>
A. Draft Board of Supervisors Resolution B. Application C. Location Map
<b>Related Items "On File" with the Clerk of the Board:</b>
Application Packet



# County of Sonoma

## State of California

---

Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Issuing A Permit And Permit Extensions Pursuant To Section VIII Of Ordinance No. 3836R Of The County Of Sonoma To The Gold Ridge Resource Conservation District for the Green Valley Creek Off Channel Winter Refugia Habitat Enhancement Project**

**Whereas**, Section VIII of Ordinance No. 3836R requires that an application for a permit be filed with the Board of Supervisors prior to the performance of certain prescribed work or operations in a river, stream, or channel which may decrease the clarity of a river or stream; and

**Whereas**, an application was filed by the Gold Ridge Resource Conservation District for an Ordinance No. 3836R permit for work necessary to improve spawning success in lower Green Valley Creek in Forestville at the Permit and Resource Management Department in the manner prescribed by Resolution No. 88-1220 as amended by Resolution No. 89-0746 of the Board of Supervisors; and

**Whereas**, the Board of Supervisors has reviewed said application; and

**Whereas**, the work requires greater than 30 days to complete, as described in the application; and

**Whereas**, the requirements of section VIII of the Sonoma County Code includes a restriction to perform permitted activities within a period of 30 days, except that additional 30-day permit periods may be granted by the Board of Supervisors, and a requirement that all approval votes be by a 4/5 majority of the Board of Supervisors.

**Now, Therefore, Be It Resolved**

1. That the Board of Supervisors finds and determines that the work and operations described on said application is necessary and that the work and operations will be performed in a manner which will not unreasonably decrease the clarity of the waters of the rivers or streams of the County of Sonoma;
2. That a permit is hereby granted to applicant to perform the work and operations

Resolution #

Date:

Page 2

described in the aforementioned application;

3. That permit extensions are hereby granted to the applicant to perform the work described herein for additional 30-day periods commencing on August 31, 2014 subject to the Director of PRMD confirming the need for the permit extension immediately prior to the expiration of the permit period;
4. That the work and operations shall be performed in the manner described in the application and in accordance with the terms and conditions of any applicable agreement required by Section 1601 et seq. of the California Fish and Wildlife Code, any applicable waste discharge permit issued pursuant to the Porter-Cologne Water Quality Control Act (commencing at Section 13000 of the California Water Code), and Chapter 26A of the Sonoma County Code and any plans adopted pursuant thereto.

**Be It Further Resolved** that the permit and permit extensions are hereby granted to the applicant pursuant to Section 25526.6 of the Government Code.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

**Rolling Permit Application**

DRN-003

The Board of Supervisors approves all rolling permits under Section VIII of the Water Clarity Ordinance of the County of Sonoma, Ordinance No. 3836R (Chapter 23 of the Sonoma County Code).

**A complete application must be submitted to the Permit and Resource Management Department a minimum of eight weeks before the start of project.**

Applicant  Owner  Architect \ Engineer

## Project Site Information

Sierra Cantor

Name

2776 Sullivan Road

Mailing Address

Sebastopol

City/Town

(707) 823-5244

Phone

August 1, 2014

Work start date

Signature

95472

State/Zip

(707) 823-5243

Fax

Green Valley Off Channel Habitat Enhancement Proj

Address(es)

6760 Giovanetti Road

City/Town

Forestville

Assessor's Parcel Number(s)

084-200-059

River or Stream Name

Green Valley Creek

Estimated completion date

October 15, 2014

Date

**Types of work (check one):**

- To protect riparian property adjacent to a river or stream.
- To construct recreational dams.
- To perform construction work on riparian property, the nature of which may decrease the clarity of the waters of the river or stream.
- To construct temporary bridges, dikes, dams and settling ponds in connection with mining operations, or for agricultural uses.





**Application Requirements:**

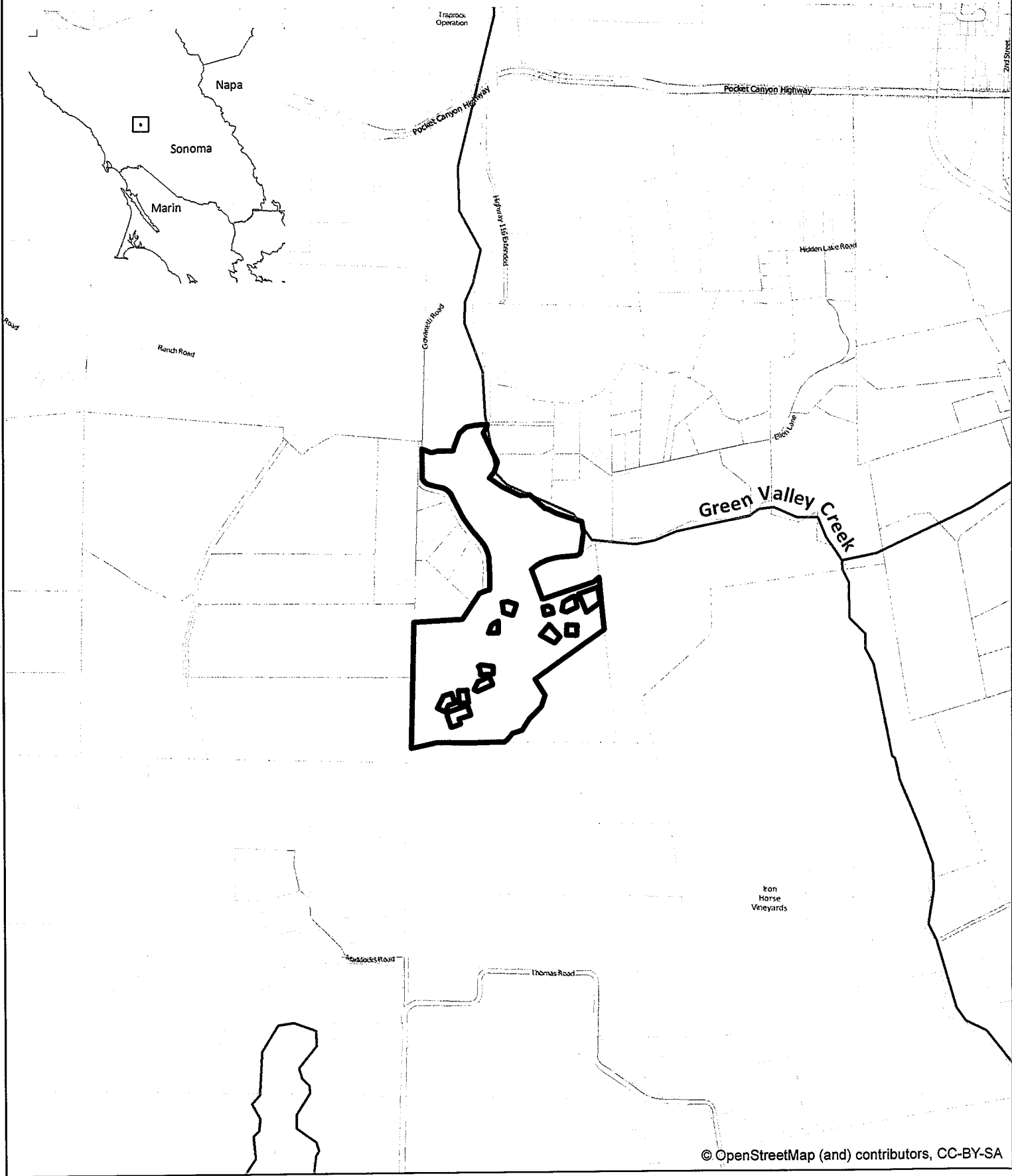
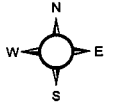
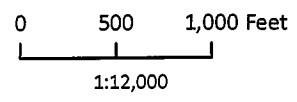
- A. A detailed statement describing the work or operations to be done and the manner in which they will be carried out to avoid unreasonably decreasing the clarity of the river or stream, including any proposed monitoring or mitigation measures.
- B. A location/vicinity map (8 1/2 in. X 11 in.) showing where the project is located in relation to nearby lots, streets, highways and/or major natural features (e.g., locator maps & road maps).
- C. A copy of the Fish and Game permit or waiver.
- D. A copy of the Army Corps of Engineers permit for this project, if required.
- E. A copy of the California Regional Water Quality Control Board water quality certification, if required.
- F. A copy of the last rolling permit, if any.
- G. A check payable to "PRMD" (see current fee schedule). This fee includes any requested extensions for the calendar year.
- H. A copy of the California Environmental Quality Act (CEQA) document.
- I. A copy of any approved County permit conditions (e.g. mining approval).

**Sonoma County Permit and Resource Management Department**

2550 Ventura Avenue ❖ Santa Rosa, CA ❖ 95403-2829 ❖ (707) 565-1900 ❖ Fax (707) 565-1103

# Green Valley Creek Watershed Off Channel Winter Refugia Habitat Enhancement Project Location Map

-  Thomas Creek Ranch
-  Parcels
-  Green Valley Watershed
-  Streams





## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 20  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Regional Parks

**Staff Name and Phone Number:**

Bert Whitaker (707) 565-2041

**Supervisorial District(s):**

First and Third

**Title:** Trails Council at Taylor Mountain RLA

### **Recommended Actions:**

Authorize the Director of Regional Parks to execute a Revocable License Agreement with Sonoma County Trails Council for the construction of trails at Taylor Mountain Regional Park for the period of August 1, 2014 through July 30, 2019.

Authorize the Director of Regional Parks to approve a five year extension at the expiration of the initial term, upon satisfactory performance by the licensee.

### **Executive Summary:**

The Sonoma County Trails Council (SCTC) is a California 501(c)(3) non-profit corporation dedicated to working in partnership with others to advocate, plan, build, and maintain a network of sustainable, shared-use public trails for non-motorized recreation throughout Sonoma County. The SCTC was formed in 1967 to bring together equestrian, cycling and hiking groups to advocate for trails in Sonoma County and they have developed expertise in trail planning and design, construction, trail and tread maintenance, and project consulting. The trail work they perform is consistent with best practices and protocols as defined in the California State Parks Trails Manual. The SCTC provides its services both on a volunteer and a fee-for-service basis.

Sonoma County Regional Parks operates and maintains Taylor Mountain Regional Park and Open Space Preserve for use by the general public. Taylor Mountain is a recent addition to the Regional Parks system and Regional Parks is developing infrastructure and amenities to increase utilization and to enhance the outdoor experience for park visitors. The Taylor Mountain Park Master Plan identifies several opportunities for additional multi-use trails to provide increased access to hikers, bikers, equestrians and others. Regional Parks has been actively seeking partnerships to further its goals and Taylor Mountain Regional Park and Open Space Preserve provides an excellent opportunity for a partnership between Regional Parks and the SCTC to enhance the facility for the general public in conformity with the Taylor Mountain Park Master Plan.

The SCTC is offering to provide its services at Taylor Mountain on a volunteer basis. Due to the complexity of the proposed projects and the desire of both the SCTC and Regional Parks to build trails that meet the highest standards for design and construction, Regional Parks and the SCTC have prepared a Revocable License Agreement that clearly defines the roles and responsibilities of each party and lays a solid foundation for a productive relationship in the development and construction of multi-use trails at Taylor Mountain Regional Park and Opens Space Preserve. The Agreement provides for design, planning, construction, and monitoring of trail work as well as fund raising, natural resource management, volunteer and visitor safety, and conflict resolution.

**Prior Board Actions:**

February 5, 2013 Taylor Mountain Regional Park and Open Space Preserve transferred from the Sonoma County Agricultural Preservation and Open Space District to Sonoma County Regional Parks

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

No General Fund impact. The Trails Council and the Regional Parks Foundation will cooperate on joint and individual fundraising initiatives to fund proposed projects.

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

The Regional Parks Planning Manager, Operations and Maintenance Manager, and Volunteer Coordinator will closely monitor all SCTC projects for conformity to the Taylor Mountain Park Master

Plan and to Regional Parks' goals, objectives and project standards.

**Attachments:**

**Related Items "On File" with the Clerk of the Board:**

Trails Council Taylor Mountain RLA 2014.pdf





## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 21  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Regional Parks

**Staff Name and Phone Number:**

Elizabeth Tyree (707) 565-2575

**Supervisorial District(s):**

All

**Title:** Labor Compliance Program

### **Recommended Actions:**

- 1) Authorize the Director of Regional Parks to execute a legal services agreement with the Law Office of Deborah Wilder for as-needed specialized prevailing wage representation on behalf of As-Needed Legal Services for the County of Sonoma (\$7,500 annually, term August 1, 2015); and
- 2) Adopt a Resolution approving Labor Compliance Program (Program); authorizing Carolyn Lay dba North Valley Labor Compliance Services ("North Valley") to submit such Program to the California Department of Industrial Relations for review and approval; authorizing North Valley to enforce the Program pursuant to a professional services agreement executed by the Purchasing Agent for Regional Parks (\$11,375, term thru January 2015); and authorizing the Law Office of Deborah Wilder with the concurrence of County Counsel to represent the County of Sonoma as necessary in the event that an enforcement action undertaken pursuant to the adopted Program is appealed to the Department of Industrial Relations.

### **Executive Summary:**

Regional Parks is in need of an approved Labor Compliance Program in order to satisfy conditions on the use of Proposition 84 grant funds. Proposition 84 grant funds were received to construct Phase 1 of Taylor Mountain Regional Park and Open Space Preserve. Labor Compliance Program approval is needed prior to awarding the construction contract. Acting as the Board of Directors for the Sonoma County Water Agency ("Water Agency"), the Board approved a Labor Compliance Program in May for a number of Proposition 84-funded Agency projects. At this time, no other County public works projects have been identified as using Proposition 84 funds, but establishment of this program will support future Proposition 84 grant funds received by the County of Sonoma.

Proposition 84 requires the body awarding a contract for a public works project financed in any part with Proposition 84 funds to adopt and enforce, or contract with a third party to enforce, a labor compliance program that meets the requirements of California Labor Code section 1771.5(b). Labor Compliance Programs are the means by which an awarding body may enforce prevailing wage laws on

its own public works projects, as an alternative to the traditional enforcement role of the Division of Labor Standards Enforcement.

Labor Compliance Programs are required in order to, among other things, inform contractors about their prevailing wage obligations, monitor compliance by obtaining and reviewing certified payroll reports, investigate complaints and other suspected violations, and take appropriate enforcement action when violations are found. The Labor Compliance Programs must be approved, may have their approval revoked, and must follow specific reporting and performance standards set forth in regulations adopted by the Director of Industrial Relations at Title 8, California Code of Regulations, sections 16421 - 16439.

Recipients of Proposition 84 funds can either create and administer the Labor Compliance Program with their own staff or hire a third party to prepare and enforce the Program with staff oversight. For the Statewide Park Program grant funding for Taylor Mountain Phase 1, hiring a Labor Compliance Program consultant is recommended by State Parks and is a grant-reimbursable cost.

#### Labor Compliance Consultant Selection and Costs

In October 2013, the Water Agency issued a request for proposals from qualified firms to assist the Water Agency with the preparation of labor compliance program manuals, to help obtain approval of these programs from the Department of Industrial Relations and to enforce the approved labor compliance programs on projects funded under Proposition 84. Carolyn Lay dba North Valley Labor Compliance Services was selected to perform the services. The Proposition 84 grant to County of Sonoma for Taylor Mountain phase 1 construction requires the same consultant services for the County to satisfy requirements of Labor Code 1771.5. For administrative efficiency and to utilize the competitive consultant selection process recently conducted by the Water Agency, the Purchasing Agent has entered into a professional services agreement for Labor Compliance Program services with North Valley on behalf of Regional Parks. This agreement incorporates the scope of work and rate schedule included in the Water Agency agreement with North Valley. The Program manual has been prepared and is on file with the Clerk of the Board.

Adoption of the attached resolution would approve the Labor Compliance Program and authorize its enforcement. With resolution adoption, North Valley would enforce the Labor Compliance Program for the Taylor Mountain Phase 1 construction project. North Valley's work would include assistance with bid advertisements, pre-bid conference training, post award labor compliance workshops, and support to contractors via phone and email. During construction, North Valley would review and monitor certified payroll to verify compliance, maintain communication with contractors concerning possible violations and discrepancies, review and approve each pay application, and generally provide expertise in the field of California Labor Code Enforcement and Federal Labor standards.

The cost of services for the County agreement with North Valley will not exceed \$11,375; the term end date is six months after execution of the agreement, estimated to be end of this calendar year. The cost estimate for monitoring the Taylor Mountain Phase 1 project was derived by analyzing the estimated construction cost, estimated duration of construction, and the number of subcontractors expected to work on the project.

Labor Compliance Legal Support and Legal Services

Title 8 section 16425 requires that the County of Sonoma submit evidence of the “availability of competent legal support for the Labor Compliance Program.” The Department of Industrial Relations requires such counsel to have specific experience appearing at hearings conducted by the Department of Industrial Relations. Sonoma County Counsel does not have this experience in-house.

In February 2014, Water Agency staff and County Counsel contacted three law firms with experience in labor law to provide legal assistance for the Water Agency labor compliance programs. Only one firm was found to have the specific experience of presenting prevailing wage cases in front of the Department of Industrial Relations. This was the Law Office of Deborah Wilder (“Attorney”). Attorney has practiced in the field of construction and prevailing wage compliance for over 30 years and has ample experience with prevailing wage violations, calculating penalties, and negotiating settlements with the Department of Industrial Relations and U.S. Department of Labor. Again for administrative efficiency, Regional Parks proposes using Attorney, utilizing substantially the same terms as the Water Agency legal services agreement based on the standard legal services agreement terms developed by County Counsel.

Under the legal services agreement, Attorney will represent the County of Sonoma in the event a prevailing wage case is required to go to a hearing before the Department of Industrial Relations. This is a rare event and would only occur if a contractor was found by the Labor Compliance Program administrator to be violating prevailing wage law and refused to rectify the violation. A hearing is the final opportunity for the contractor in violation to defend the wage rate in dispute and occurs only if the Department of Industrial Relations agrees with the administrator’s finding. Charges (as identified in the legal services agreement) will be incurred only in the event of a hearing.

The cost of services for the County agreement with Attorney will not exceed \$7,500 per year; the term end date is August 1, 2015. The attached resolution authorizes the Director of Regional Parks, with agreement by County Counsel, to execute the legal services agreement.

**Prior Board Actions:**

May 20, 2014 as Board of Director for Sonoma County Water Agency by Reso. No. 14-0213 approved Labor Compliance Program for Agency.  
June 21, 2011 by Reso. No. 11-0348 approved application for the Proposition 84 Statewide Park Program funds for Taylor Mountain Regional Park and Open Space Preserve.

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

An approved labor compliance program and enforcement thereof ensures our commitment to a strong, diverse, and sustainable economy that supports job retention and growth for residents.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 18875		\$
Add Appropriations Req'd.	\$	State/Federal	\$ 18875
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 18875</b>	<b>Total Sources</b>	<b>\$ 18875</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Labor compliance program creation and management are considered construction costs and reimbursable by grant funds.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Resolution

**Related Items "On File" with the Clerk of the Board:**

Labor Compliance Program Manual for County of Sonoma  
 Legal Services Agreement, Law Office of Deborah Wilder



County of Sonoma  
State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California, 1) Adopting County of Sonoma's Labor Compliance Program ("Program"); 2) Authorizing Carolyn Lay DBA North Valley Labor Compliance Services ("North Valley") To Submit County Of Sonoma's Program To The California Department Of Industrial Relations For Review And Approval; 3) Authorizing North Valley To Enforce County Of Sonoma's Program Pursuant To The Professional Services Agreement With The Purchasing Agent; And 4) Authorizing The Director Of Regional Parks To Execute A Legal Services Agreement With The Law Office of Deborah Wilder With Concurrence Of County Counsel To Represent County Of Sonoma As Necessary In The Event That An Enforcement Action Undertaken Pursuant To County of Sonoma's Program Is Appealed To The Department Of Industrial Relations.**

**Whereas**, the California Labor Code requires contractors on public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research; and

**Whereas**, the California Labor Code requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request; and

**Whereas**, California voters in 2006 passed Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act; and

**Whereas**, Proposition 84 requires the body awarding a contract for a public works project financed in any part with Proposition 84 funds, to adopt and enforce or contract with a third party to enforce, a Labor Compliance Program pursuant to California Labor Code;

**Whereas**, a Labor Compliance Program is required to, among other things, inform contractors about their prevailing wage obligations, review certified payroll reports, monitor compliance and enforce contractors' compliance with California labor and apprenticeship laws for public works projects; and

**Whereas**, the provisions of Proposition 84 allow the County of Sonoma to utilize the

Resolution #

Date:

Page 2

services of a third party labor compliance consulting firm to administer and enforce the County's approved Labor Compliance Program.

**Now, Therefore, Be It Resolved** that the Board of Supervisors hereby finds, determines, and resolves as follows:

1. All of the above recitals are true and correct.
2. The labor compliance program is hereby adopted.
3. County of Sonoma's program shall apply only to projects utilizing Proposition 84 grant funds.
4. Carolyn Lay dba North Valley Labor Compliance Services is authorized to (1) submit County of Sonoma's Program and all necessary related documentation to the California Department of Industrial Relations for review and approval, and (2) administer County of Sonoma's Labor Compliance Program, including related consultation, monitoring, and enforcement services pursuant to that certain consulting agreement presented to and approved by this Board.
5. The Director of Regional Parks is authorized to execute a contract with the Law Offices of Deborah Wilder with concurrence of County Counsel to represent County of Sonoma pursuant to that certain consulting agreement presented to and approved by this Board as may be needed in the event that an enforcement action undertaken pursuant to County of Sonoma's Program is appealed to the Department of Industrial Relations.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



## County of Sonoma Agenda Item Summary Report

**Agenda Item Number:** 22  
(This Section for use by Clerk of the Board Only.)

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**To:** Board of Directors, Sonoma County Water Agency

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator

**Staff Name and Phone Number:**

**Supervisorial District(s):**

Terri Wright (707) 565-3775

District 1

**Title:** Appointment to City of Sonoma Successor Agency Oversight Board

### Recommended Actions:

Approve the appointment of Jay Jasperse to the Oversight Board for the Successor Agency to the City of Sonoma Redevelopment Agency, ending on June 30, 2016 (First District).

### Executive Summary:

#### Background

On February 1, 2012, redevelopment agencies throughout California were dissolved. Pursuant to ABx1 26, successor agencies were established to unwind the affairs of the former redevelopment agencies. In addition, ABx1 26 created oversight boards, which are charged with oversight of certain successor agency actions and are seven-member bodies made up of appointees from the various taxing entities in the local community that created the redevelopment agency.

ABx1 26 also includes a provision, which states that, "one member of the oversight board is to be appointed by the largest special district, by property tax share, with territory in the territorial jurisdiction of the former redevelopment agency", which in Sonoma County is the Water Agency. An Ad-Hoc Committee made up of Supervisor Carrillo and former Supervisor Brown was convened to develop a process for timely appointments to these boards. On February 28, 2012, the Sonoma County Water Agency made appointments to each of the 10 oversight boards created in the County, including the Oversight Board for the City of Sonoma.

Oversight Boards will cease to exist when all of the indebtedness of the former redevelopment agency is repaid. By statute, commencing on July 1, 2016, the County will have only one Oversight Board, which will exist to oversee any outstanding activities of any of the former redevelopment agencies within the County.

**Current Appointment**

Ms. Pam Gibson has been representing the Water Agency on the City of Sonoma Oversight Board since its inception. She has recently resigned from this board. Consistent with the process developed by the Ad-Hoc Committee, Supervisor Gorin is responsible for putting forth a recommended replacement as the First District representative. After seeking input from the City of Sonoma and Water Agency staff, Supervisor Gorin is recommending the appointment of Mr. Jay Jasperse as the Sonoma County Water Agency representative to the City of Sonoma Oversight Board.

**Prior Board Actions:**

None.

**Strategic Plan Alignment**      Goal 1: Safe, Healthy, and Caring Community

Safe, Healthy, and Caring Community: This appointment will support the continuation of former redevelopment projects that build safe and stronger communities.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$	Water Agency Gen Fund	\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Appointments do not have a fiscal impact. Appointees are not eligible to receive compensation or a stipend for services.

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)
N/A			

**Narrative Explanation of Staffing Impacts (If Required):**

None.

**Attachments:**

None.



<b>Related Items "On File" with the Clerk of the Board:</b>
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None.
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## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:**  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator

**Staff Name and Phone Number:**

Veronica Ferguson, 707-565-2431

**Supervisorial District(s):**

**Title:** Sonoma County Library Improvement Act

### Recommended Actions:

1. Conduct a Public Hearing and consider calling a special election to submit to the voters of Sonoma County a proposed one-eighth cent (.125%) sales tax measure entitled the "Sonoma County Library Improvement Act."
2. Adopt a Resolution introducing, reading the title of and waiving further reading of a proposed Ordinance imposing a transactions and use tax to be administered by the State Board of Equalization to maintain and improve library services for all residents of Sonoma County with an operative date contingent upon the California Legislature enacting legislation raising the cap on local sales tax in Sonoma County by .125%, the amount of the proposed tax.

### Executive Summary:

This item consists of a public hearing for a potential special tax to provide additional revenue resources for the Sonoma County Library system and a resolution introducing the ordinance that would impose a one-eighth of one percent (.125%) sales tax subject to approval of the voters in November 2014 should the Board wish to proceed.

The Board is being asked to consider putting this measure before the voters due to the time constraints facing a new Library Commission for putting such a measure on the November 2014 ballot and in recognition that current resources available to the Library are likely to be insufficient in the years to come to avoid further reductions to services. As a special tax, approval of the measure will require a two thirds majority vote. Should the Board decide to proceed after conducting the public hearing, final action on the ordinance and adoption of the resolution calling for the measure to be placed on the ballot would occur on August 5, 2014 subject to concurrence of the newly reconstituted Library Commission. If the measure is placed on the November 4, 2014 ballot and if approved by the voters, the ordinance effective date will be contingent upon the California Legislature enacting legislation raising the cap on local sales tax in Sonoma County by .125%, the amount of the tax.

**Background:**

The Sonoma County Library relies on property taxes and donations to fund services for all county residents. Services include, but are not limited to, maintaining, updating and expanding the size and quality of collections, determining hours of operation at all branches, qualifications of staff, acquiring and updating technology for public and staff use, operating an adult literacy program, and training volunteers to tutor individuals who lack basic reading ability. In the past three years, rising costs and reduced funding to the Library system have caused reduced library services including reduced hours of operation at all branches. The current adopted budget relies on one-time sources totaling \$535,000 to balance current operations costs. Despite improved property tax revenue estimates, current projections show that expenditures will continue to increase faster than available revenues for the future which will likely result in further reductions to services without additional revenue sources. These projections do not include provision for existing backlogs of maintenance needs nor do they include provision for increasing hours of operation at any branches.

**Library Commission:**

The Library Commission has the authority to impose, levy, collect, receive and use sales taxes, or any other type of tax or assessment, as authorized by law, however, the Commission may not have the ability to place a tax measure on the November 4, 2014 ballot due to the tight time constraints presented by the August 8, 2014 filing deadline to the Registrar of Voters. The current Library Commission is in the midst of transitioning to a new Commission effective August 1, 2014, when the Sonoma County Library First Amended and Restated Joint Powers Agreement (Amended JPA) goes in effect. The Amended JPA expands membership to include all cities and the County on a new Library Commission which is scheduled to hold its first meeting on August 1, 2014.

The Board has expressed interest in supporting the Library in the past and recognizes that in recent years the Library has been affected by the economic down turn and does not have the resources to pay for restoration of services. Library representatives and members of the public have requested that the Board assist the Library Commission by placing a tax measure on the November 4, 2014 ballot in light of the tight timelines. The Commission is expected to officially support the Measure at its August 1, 2014 meeting.

Should the Board decide to not pursue placing a measure on the November 4, 2014 ballot, the Library Commission is prepared to hold a public hearing at its August 1, 2014 meeting to consider calling a special election for a proposed one-eighth cent tax measure, and on August 7, 2014 consider adopting an ordinance imposing a transactions and use tax.

**Enhanced Funding Options:****Sales Tax Discussion**

The proposed Ordinance will impose a one-eighth cent (.125%) transactions and use tax, for a period not to exceed ten (10) years, and would generate approximately \$10 Million annually. The sales tax would be used exclusively to supplement existing funding for library operations, programs, acquisitions, construction and modernization throughout the incorporated and unincorporated territory of the County. An Expenditure Plan set out in the Ordinance sets out the particular goals, projects and

programs to be supported by the tax.

A two-thirds (2/3) of the electors voting on the measure vote is required to approve the imposition of the tax at an election called for that purpose. Should the measure pass, prior to the operative date the County will contract with the State Board of Equalization to perform functions incident to the collection of the transactions and use tax ordinance, and will contract with the Library to administer the Expenditure Plan.

California has a statewide sales tax of 7.50%. Municipalities are allowed to assess a local sales tax of up to 2% in excess of the statewide sales tax (Revenue and Taxation Code section 7251.1). The sales tax cap for Sonoma County and all cities is 9.5% with available local tax growth of .25%. In an effort to avoid competing with any other Measures that are being considered by the County and other cities for the use of this cap (.25%), staff has prepared the ordinance proposing a one-eighth cent (.125%) sales tax to apply should the overall cap (9.5%) be increased by .125%. If legislation is not adopted permitting the County to increase its sales tax cap by .125%, the proposed Ordinance imposing the tax would not go in effect.

Furthermore, the County would be responsible for payment of the costs of the election which is estimated to be approximately \$121,000-\$242,000. If the election is successful, the County would receive reimbursement for the cost of the election from the proceeds of the tax prior to the first distribution to the Library. Staff recommends that support from your Board be contingent upon the Library Commission's approval of the proposed ordinance and Expenditure Plan at its meeting on August 1, 2014.

**Expenditure Plan:**

As part of the approval process for the proposed Ordinance, the Board must approve an Expenditure Plan for the revenue. The County shall require the Library Director to report annually to the Board the amount of funds collected, and the status of any projects funded by the tax revenue pursuant to the Plan. The revenue from the tax can only be spent on projects and goals listed in the Plan.

**Recommendation and Options for possible Board Action:**

Staff recommends the Board conduct the noticed public hearing on the sales tax measure entitled the "Sonoma County Library Improvement Act" and then choose to act on one of the following options:

1. Adopt a resolution introducing and waiving the reading of the proposed Ordinance imposing a Transactions and Use Tax to maintain and improve library services for all residents of Sonoma County.
2. Provide alternative direction to staff.

Final action on the ordinance, should the Board choose to proceed, and adoption of a resolution calling a special election on the proposal and ordering that the special election be consolidated with the statewide general election to be conducted on November 4, 2014, will take place at the August 5, 2014 Board of Supervisors meeting.

**Prior Board Actions:**

<b>Strategic Plan Alignment</b>	Goal 4: Civic Services and Engagement
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The Sonoma County Library is a vital component of our community. It provides residents a gathering place to explore a broad range of materials, the opportunity to participate in literacy programs, and learn about and use emerging technologies.

<b>Fiscal Summary - FY 14-15</b>
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Expenditures		Funding Source(s)	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 121,000-242,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 121,000-242,000
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 121,000 - 242,000</b>	<b>Total Sources</b>	<b>\$ 121,000-242,000</b>

<b>Narrative Explanation of Fiscal Impacts (If Required):</b>
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The estimated election cost to the County to put the Sonoma County Library Improvement Act on the ballot is approximately \$121,000to \$242,000. Any necessary budgetary adjustments will be addressed during Quarterly Consolidated Budget Adjustments.

<b>Staffing Impacts</b>
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Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

<b>Narrative Explanation of Staffing Impacts (If Required):</b>
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<b>Attachments:</b>
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- Attachment A: Resolution Introducing and Waiving Reading of Proposed Ordinance
- Attachment B: Proposed Ordinance
- Attachment C: Legislative information on Local Transaction and Use (Sales) Tax Cap Increase

<b>Related Items “On File” with the Clerk of the Board:</b>
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Summary and Notice of Public Hearing

**County of Sonoma  
Board of Supervisors  
Boards/Commissions/Committees Application**

**Return Completed Application to:  
575 Administration Drive, Rm. 100A  
Santa Rosa, CA 95403  
(707) 565-2241  
(707) 565-3778 FAX**

**BOARD/COMMISSION/COMMITTEE OF INTEREST** \_\_\_\_\_

**HAVE YOU EVER ATTENDED A MEETING OF THIS BOARD/COMMISSION/COMMITTEE?** YES  NO

**IF SO, HOW MANY?** \_\_\_\_\_

**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_

**HOME PHONE** \_\_\_\_\_ **CELL PHONE** \_\_\_\_\_

**BUSINESS PHONE** \_\_\_\_\_ **EMAIL** \_\_\_\_\_

**HOW MANY YEARS HAVE YOU RESIDED IN SONOMA COUNTY?** \_\_\_\_\_

**PRESENT OCCUPATION** \_\_\_\_\_

<b>EDUCATION:</b>		
<b>SCHOOL</b>	<b>MAJOR</b>	<b>GRADUATION DATE/DEGREE</b>

<b>COMMUNITY SERVICE EXPERIENCE:</b>		
<b>ORGANIZATION</b>	<b>DATES SERVED</b>	<b>POSITION</b>

**OTHER RELEVANT EXPERIENCE/EXPERTISE:**  
\_\_\_\_\_  
\_\_\_\_\_

**WHAT IS YOUR UNDERSTANDING OF THE ROLE AND RESPONSIBILITY OF THIS BOARD/COMMISSION/COMMITTEE?**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WHICH ACTIVITIES OF THIS BOARD/COMMISSION/COMMITTEE INTEREST YOU THE MOST?**

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**WHICH ACTIVITIES INTEREST YOU THE LEAST?**

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**WHAT WOULD BE YOUR GOAL AS A BOARD BOARD/COMMISSION/COMMITTEE MEMBER?**

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

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**USE ADDITIONAL PAPER IF NECESSARY**

**PLEASE LIST TWO LOCAL REFERENCES AND THEIR PHONE NUMBERS:**

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*Appointees will be required to take an Oath of Office & may be subject to filing an annual Statement of Economic Interest.*



**SIGNATURE**

**DATE**

**Applications will be kept on file for two years. All applications are available to the public.**



## PAUL HEAVENRIDGE, MA, MFT

### COMPETENCY AREAS

Adult Education and Literacy, Learning Disability Issues, Instructional Design, Distance Learning, Network Design, Web Design and Authoring, Web Based Training, Program Development and Management, Integrating Technology into Teaching and Learning, Organizational Development, Conflict Resolution/Mediation

### EMPLOYMENT EXPERIENCE

**Director**, *LINCS Region 4 Regional Professional Development Center, United States Department of Education Office of Career, Technical and Adult Education* 1995 To Present Petaluma, CA

Currently, I administrate the LINCS Region 4 Regional Professional Development Center, of the United States Department of Education Office of Career, Technical and Adult Education. As Director, I help provide professional development training, online adult education, and technical assistance to fourteen state adult and family literacy resource centers, state adult education directors, adult education schools, and library literacy programs. I coordinate all corporate, agency, community-based program, and education collaborations for the Center. Our partners are the state library directors and state adult education directors.

**Executive Director**, *Literacyworks* 2001 To Present Petaluma, CA

I am the founder and director of Literacyworks, an educational nonprofit organization, created to address the unmet needs of underprivileged and underrepresented adults, families and children. By using educational technology to increase the quality, availability, and accessibility of literacy curriculum for individuals with low literacy skills, Literacyworks is helping people secure better jobs, become better parents, and contribute more to their community. Literacyworks partners with national programs such as the Office of Career, Technical and Adult Education as well as state and local library and education programs including a partnership with the California State Library and numerous city and county library literacy programs. As ED of Literacyworks, I have worked closely with library administration and staff nationally and locally.

#### *Selected Literacyworks Projects*

- CA State Library 1995-2009: CA Library Literacy Campaign/Adult & Family Literacy Program- consultant web and host.
- California Library Literacy Services: tutoring training and professional development; web developer and host
- AmeriCorps Initiative: fiscal agent and program manager.
- CA library literacy programs creating nearly 100 websites, training & hosting listservs (BALit (Bay Area Literacy) and Southern California Library Literacy Network programs are two examples).
- Easy Voter Guide & California Reach Out and Read in partnership with the CA State Library.
- Assisted in the making of Adult Learners' Perspectives documentary about adult learners whose stories were inspiring <http://www.literacyworks.org/litfilm/>

**Psychotherapist (MFT)** 1984 to Present Private Practice  
Practice includes professional mediation, MFT supervision, and working with learning disabled.

**Director** 1989 to 1991 The Bridge School Hillsborough, CA  
The Bridge School is an educational program dedicated to ensuring that children with severe speech and physical impairments achieve full participation in their communities through the use of augmentative & alternative means of communication (AAC) and assistive technology (AT) applications. As director, I conducted teacher training on computer applications; directed all public relations with community, corporations, and State; administrated all school staff; provided creative input in program development; and managed all technical aspects, communications, computer troubleshooting, and network administration.



**Associate Operations Manager** 1988 to 1990 Autodesk, Inc. Sausalito, CA

Directed communication and data collection for 200 Authorized Training Centers world wide for AutoCAD instruction. Oversaw instructional design and curriculum. Additional duties included directing all special needs programs for company including model sites for adaptive computer hardware and software.

### **Volunteer Activities**

- Sonoma County Library Commissioner
- Sonoma County AB86 writing committee at the Santa Rosa Community College
- Friends of the Petaluma River Board Member
- The Space Station Museum Novato, CA Board Member
- Casa Grande High School Advisory Board

### **EDUCATION AND LICENSES**

- MA Counseling and Adult Education Department of Education: Michigan State University
- BA Psychology (Developmental/Educational/Abnormal): Michigan State University
- MFT California Marriage and Family, Therapist: License Number MFC 23306

### **Certifications**

- Mediation: American Mediation Association
- Pupil Personnel: State of CA, Dept. of Education
- Adult Teaching: State of CA, Dept. of Education

### **Memberships and Affiliations**

- California State Library California Literacy Campaign/Adult and Family Literacy Programs
- Learning Disabilities Association of America
- American Society for Training and Development
- California Association for Marriage and Family Therapists

### **Additional Employment Positions:**

- English Instructor
- Community College Counselor
- Probation Officer
- Behavioral Therapist
- Instructional Designer and Curriculum Developer

PROOF OF PUBLICATION

(2015.5 C.C.P.)

STATE OF CALIFORNIA

County of Sonoma

I am a citizen of the United States and a resident of the county aforesaid: I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of The Press Democrat, a newspaper of general circulation, printed and published DAILY IN THE City of Santa Rosa, County of Sonoma; and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Sonoma, State of California, under the date of November 29, 1951, Case number 34831, that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit:

The Press Democrat - Legal Notices  
6/1 1x, s6/8 1x - 06/08/2014

I certify (or declare) under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Dated at Santa Rosa, California, on

06/08/2014

*Roxanne Nesson*

SIGNATURE

RECEIVED

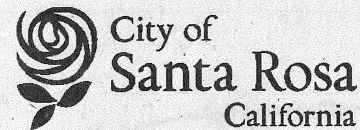
JUN 12 2014

BOARD OF SUPERVISORS  
COUNTY OF SONOMA

This space for County Clerk's Filing Stamp

Proof of Publication of

**PUBLIC NOTICE PUBLIC NOTICE**



**VACANCY NOTICE FOR  
JOINT APPOINTMENT TO THE  
SONOMA COUNTY LIBRARY COMMISSION**

The Santa Rosa City Council and Sonoma County Board of Supervisors are seeking applications from interested citizens to volunteer for appointment to the Sonoma County Library Commission. The Sonoma County Library is a Joint Powers Agency created through an agreement between the County of Sonoma and the cities of Cloverdale, Cotati, Healdsburg, Petaluma, Rohnert Park, Santa Rosa, Sebastopol, Sonoma, and Windsor. The appointee will fill a vacant position as the joint City of Santa Rosa/County of Sonoma representative for a four-year term.

The Library Commission has full responsibility for the library's policy and mission setting and financial governance. The Library Commission's role in overseeing the effective management of the library is very important—the Library has a budget of over \$15 million, operates 11 library facilities and two rural stations, and has a staff of approximately 155 people.

Because of the level of responsibility, the Library Commission requires a strong mix of backgrounds and expertise among its members. Commissioners with expertise in areas such as finance, marketing, and business are preferred. Members should, of course, have a demonstrated interest in and knowledge of the Library, preferably having served as an active member of the Library Advisory Board, Friends of the Libraries, or the Sonoma County Public Library Foundation.

The Commission holds regular meetings on the first Monday of each month at 6:30 p.m. Meetings may run up to five hours in length and will require at least two hours of preparation. Regular meetings are usually held at Santa Rosa City Hall, Council Chamber, 100 Santa Rosa Avenue, Santa Rosa, but may also be held at any of the library branches. In addition, the Commission holds two daytime budget workshops during the first quarter of the calendar year and may hold special meetings as needed.

This is a volunteer appointment. Applicants must be residents of Sonoma County. Applications are due in the Santa Rosa City Clerk's Office by 5:30 p.m. on Monday, June 9, 2014. For an application and job description, please contact the Santa Rosa City Clerk's Office at (707) 543-3015 or [swilliams@srcity.org](mailto:swilliams@srcity.org), or visit the City's website at [www.srcity.org/boards](http://www.srcity.org/boards).



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 24  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Board of Supervisors

**Staff Name and Phone Number:**

Board of Supervisors 565-2241

**Supervisorial District(s):**

Countywide

**Title:** North Bay North Coast Broadband Consortium Oversight Board

### **Recommended Actions:**

Appoint Supervisor Efren Carrillo to the North Bay North Coast Broadband Consortium Oversight Board at the pleasure of the Board. (County-wide)

### **Executive Summary:**

This item requests that Supervisor Efren Carrillo be appointed to the North Bay North Coast Broadband Consortium (NBNCBC) Oversight Board.

Another item on today's consent agenda requests the Board accept a California Advanced Services Fund 2 year grant from the California Public Utilities Commission (\$250,000) to fund broadband deployment and adoption projects and approve a Memorandum of Understanding (MOU) with Sonoma, Marin, Napa and Mendocino counties for NBNCBC grant coordination. The MOU defines each county's role as part of their participation in the NBNCBC and authorizes formation of the NBNCBC Oversight Committee. The Committee will be comprised of a board of supervisor's member from each county. The Oversight Committee will meet quarterly to monitor progress with the grant work plan, interface with NBNCBC boards of supervisors and facilitate common issues affecting all member counties. Board members that are currently active in member county broadband efforts include Marin County Supervisor Steve Kinsey, Napa County Supervisor Brad Wagenknecht, Mendocino County Supervisor Dan Hamburg and Sonoma County Supervisor Efren Carrillo. Therefore it is recommended that Supervisor Carrillo be appointed to the NBNCBC Oversight Committee.

### **Prior Board Actions:**

February 21, 2012 – Board directed the EDB and ISD to perform studies to determine infrastructure needs and seek funding opportunities for broadband programs.

December 10, 2013 – Board approved a resolution endorsing the County's membership in the North Bay

North Coast Broadband Consortium.			
<b>Strategic Plan Alignment</b>		Goal 3: Invest in the Future	
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
<b>Related Items "On File" with the Clerk of the Board:</b>			



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 25  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** No Vote Required

**Department or Agency Name(s):** Clerk-Recorder-Assessor

**Staff Name and Phone Number:**

William F. Rousseau – 565-1876

**Supervisorial District(s):**

**Title:** Assessment Roll 2014-2015

### **Recommended Actions:**

Informational presentation – The 2014-2015 Assessment Roll

### **Executive Summary:**

Detailed 2014-2015 Assessment Roll valuations results are described in the attached memorandum to the Board Chair from the Clerk-Recorder-Assessor. Overall roll values as of 1/1/2014 are 7.27% greater than 1/1/2013.

County Administrator's FY 14-15 Budget Impact Summary Discussion:

With the larger than expected increases in residential real estate values and a very low annual consumer price index, staff conservatively estimated a 2% property value growth for the development of the Recommended FY 14-15 Budget. Subsequently, the estimate was improved to 5% based on most recent Assessor's Office completed work. Staff estimates that the final FY 14-15 Assessed Value growth of 7.27% will result in the collection of approximately \$4 million in additional property taxes over the 5% estimate. Barring any other unanticipated revenue shortfalls, the additional tax revenue will contribute to the fiscal year ending available fund balance.

### **Prior Board Actions:**

Annual information only presentations are received by the Board of Supervisors.

**Strategic Plan Alignment** Goal 4: Civic Services and Engagement

Assessor's annual presentation of the new fiscal year property roll assessed value keeps the public informed of one of the county's principal local economic indicators.

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

Unanticipated property tax revenues of approximately \$4 million, barring any other unexpected revenue shortfalls, will contribute toward the fiscal year end available fund balance.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

None

**Attachments:**

2014-15 Assessment Roll Memorandum to the Board of Supervisors' Chair.

**Related Items "On File" with the Clerk of the Board:**

None

## ADMINISTRATION

### William F. Rousseau CLERK-RECORDER-ASSESSOR

585 Fiscal Dr., Rm 104F  
Santa Rosa, CA 95403  
Tel: (707) 565-1877  
Fax: (707) 565-1364

### CELIA PETERSON

Accounting Manager  
585 Fiscal Dr., Rm 103F  
Santa Rosa, CA 95403  
Tel: (707) 565-3245  
Fax: (707) 565-3388

### RAY LEONARD

Administrative Services Officer  
585 Fiscal Dr., Rm 104F  
Santa Rosa, CA 95403  
Tel: (707) 565-1880  
Fax: (707) 565-1364

## ASSESSOR DIVISION

Greg W. Walsh  
Chief Deputy Assessor  
585 Fiscal Dr., Rm 104F  
Santa Rosa, CA 95403  
Tel: (707) 565-1861  
Fax: (707) 565-1364

## COUNTY CLERK DIVISION

Deva Proto  
Chief Deputy Clerk-Recorder  
2300 County Ctr. Dr. Ste B177  
Santa Rosa, CA 95403  
Tel: (707) 565-2583  
Fax: (707) 565-3957

## RECORDER DIVISION

Deva Proto  
Chief Deputy Clerk-Recorder  
585 Fiscal Dr., Rm 103F  
Santa Rosa, CA 95403  
Tel: (707) 565-3246  
Fax: (707) 565-3388

## REGISTRAR OF VOTERS

Gloria Colter  
Asst. Registrar of Voters  
P.O. Box 11485  
435 Fiscal Dr.  
Santa Rosa, CA 95406  
Tel: (707) 565-6800  
TollFree(CA)(800)750-VOTE  
Fax:(707)565-6843



# SONOMA COUNTY

## Clerk-Recorder-Assessor

[www.sonoma-county.org/cra](http://www.sonoma-county.org/cra)

### MEMORANDUM

**DATE:** July 29, 2014  
**TO:** David Rabbitt, Chair, Sonoma County Board of Supervisors  
**FROM:** William F. Rousseau, Sonoma County Clerk-Recorder-Assessor  
**RE:** Presentation of the 2014-2015 Assessment Roll

On behalf of the Assessor's Office, it's my honor to present to you the 2014-2015 property tax Assessment Roll. This is the second year in the last six that Sonoma County has experienced positive roll growth. This year's roll increase reflects the dynamic economic changes in the Sonoma County residential real estate market.

The 2014-2015 value of all locally assessed taxable property in Sonoma County is an all time high total value of \$71,648,762,705, an increase of \$4,853,431,457 above last year's local assessment roll. This is an increase in the roll of 7.27%, and is the largest percentage increase in assessed value since the 2007-08 assessment roll. Contributing factors to this year's positive assessment roll are the following:

- A shrinking number of residential properties in decline in value status
- An increasing number of properties values that have been adjusted upward but are still below their factored Prop. 13 value
- Increasing market values for residential properties that sold during calendar year 2013.

The 2014-15 assessment roll includes a .454% consumer price index increase, which was applied on a portion of the annual assessments. This consumer price index was applied to only those properties that were not in decline-in-value status, and did not experience a change of ownership, or were not newly constructed.

All cities within Sonoma County experienced positive changes due to roll increases in each jurisdiction. Attached is a report for the cities and the unincorporated areas of the county. Here are a few of the notable highlights:

- Sebastopol and Healdsburg reflected smaller increases overall for the cities and towns, ranging from 4.58% to 6.99% respectively.
- Cloverdale and Windsor experienced the largest increases ranging from 11.25% to 11.49%.

- Unincorporated areas of Sonoma County had an increase of 5.05%, resulting in an overall taxable value increase of \$1,420,126,866.

The following summary represents the secured and unsecured Sonoma County assessment roll for 2014-2015:

<u>2014-2015 Roll</u>	<u>Gross Roll</u>	<u>Exempt</u>	<u>Net Taxable</u>
Secured	\$72,003,308,575	\$2,832,772,572	\$69,170,536,003
Unsecured	<u>2,626,307,310</u>	<u>148,080,608</u>	<u>2,478,226,702</u>
<b>Totals</b>	<b>\$74,629,615,885</b>	<b>\$2,980,853,180</b>	<b>\$71,648,762,705</b>

These totals do not include the State assessed properties (unitary and utility roll) which increased 4.85%.

The roll as presented reflects values as of the lien date, January 1, 2014. Assessed values for approximately 29,000 residential properties remain in Proposition 8 (decline in value) status. These properties are required to be reviewed annually, until the value returns to the Proposition 13 value factored to the corresponding year. It should be noted that, as the market continues to recover, values will be correspondingly restored. Restorations of property values which have been lowered under Proposition 8 are not subject to the 2% increase limitations imposed under Proposition 13, and as such are sometimes a cause of confusion for property owners.

Owners who disagree with new values may file an Application for Changed Assessment with the Assessment Appeals Board. The period to file an assessment appeal on the 2014-15 annual assessed values runs from July 2nd, to December 1st. As always, the Assessor's Division is committed to working with property owners to explain the process and to ensure that equitable property values are enrolled.

I would like to recognize the staff of the Assessor's Division, who worked extremely hard to produce this roll on time on behalf of the citizens of Sonoma County. The production of the Assessment Roll represents the culmination of a year's work. The Assessor's Division continues to work with reduced staffing levels and has successfully navigated through an unprecedented real estate recession and a corresponding workload. This workload included a record number of Prop. 8 adjustments, a record number Assessment Appeals and the successful implementation of a computer assisted appraisal system. Despite these ongoing challenges, our young staff continues to show a remarkable degree of teamwork in producing the Assessment Roll. Their dedication and commitment is acknowledged and greatly appreciated.

Attachments

cc: Members, Sonoma County Board of Supervisors

- Veronica Ferguson, Sonoma County Administrator
- Bruce Goldstein, County Counsel
- David Sundstrom, Sonoma County Auditor-Controller/Treasurer-Tax Collector
- Randy Osborn, Tax Accounting Manager, Auditor's Office
- Rebecca Wachsberg, Administrative Analyst II



**COUNTY OF SONOMA**  
**COMPARISON OF INCORPORATED / UNINCORPORATED VALUE**

	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>PERSONAL PROP</u>	<u>TOTALS</u>	<u>EXEMPTIONS</u>	<u>TAXABLE</u>
<b><u>2013/14</u></b>						
Incorporated	\$13,912,718,047	\$25,377,279,921	\$1,369,178,841	\$40,659,176,809	\$2,011,746,464	\$38,647,430,345
Unincorporated	\$12,345,088,883	\$15,758,948,613	\$815,954,588	\$28,919,992,084	\$772,091,181	\$28,147,900,903
<b>TOTAL</b>	<b>\$26,257,806,930</b>	<b>\$41,136,228,534</b>	<b>\$2,185,133,429</b>	<b>\$69,579,168,893</b>	<b>\$2,783,837,645</b>	<b>\$66,795,331,248</b>
<b><u>2014/15</u></b>						
Incorporated	\$15,182,289,702	\$27,573,565,816	\$1,441,823,112	\$44,197,678,630	\$2,116,943,694	\$42,080,734,936
Unincorporated	\$12,986,685,810	\$16,575,814,836	\$869,436,609	\$30,431,937,255	\$863,909,486	\$29,568,027,769
<b>TOTAL</b>	<b>\$28,168,975,512</b>	<b>\$44,149,380,652</b>	<b>\$2,311,259,721</b>	<b>\$74,629,615,885</b>	<b>\$2,980,853,180</b>	<b>\$71,648,762,705</b>
<b>Incorporated</b>	\$1,269,571,655	\$2,196,285,895	\$72,644,271	\$3,538,501,821	\$105,197,230	\$3,433,304,591
<b>% CHANGE</b>	9.13%	8.65%	5.31%	8.70%	5.23%	8.88%
<b>Unincorporated</b>	\$641,596,927	\$816,866,223	\$53,482,021	\$1,511,945,171	\$91,818,305	\$1,420,126,866
<b>% CHANGE</b>	5.20%	5.18%	6.55%	5.23%	11.89%	5.05%
<b><i>TOTAL Change</i></b>	<b>\$1,911,168,582</b>	<b>\$3,013,152,118</b>	<b>\$126,126,292</b>	<b>\$5,050,446,992</b>	<b>\$197,015,535</b>	<b>\$4,853,431,457</b>
	<b>7.28%</b>	<b>7.32%</b>	<b>5.77%</b>	<b>7.26%</b>	<b>7.08%</b>	<b>7.27%</b>

Note: Public Utility roll value not included in the above

**COUNTY OF SONOMA  
COMPARISON OF SECURED / UNSECURED VALUE**

	<u>LAND</u>	<u>IMPROVEMENTS</u>	<u>PERSONAL PROP</u>	<u>TOTALS</u>	<u>EXEMPTIONS</u>	<u>TAXABLE</u>
<b><u>2013/14</u></b>						
Secured	\$26,225,299,580	\$40,263,332,406	\$609,078,420	\$67,097,710,406	\$2,641,924,131	\$64,455,786,275
Unsecured	\$32,507,350	\$872,896,128	\$1,576,055,009	\$2,481,458,487	\$141,913,514	\$2,339,544,973
<b>TOTAL</b>	<b>\$26,257,806,930</b>	<b>\$41,136,228,534</b>	<b>\$2,185,133,429</b>	<b>\$69,579,168,893</b>	<b>\$2,783,837,645</b>	<b>\$66,795,331,248</b>
<b><u>2014/15</u></b>						
Secured	\$28,139,145,687	\$43,228,424,308	\$635,738,580	\$72,003,308,575	\$2,832,772,572	\$69,170,536,003
Unsecured	\$29,829,825	\$920,956,344	\$1,675,521,141	\$2,626,307,310	\$148,080,608	\$2,478,226,702
<b>TOTAL</b>	<b>\$28,168,975,512</b>	<b>\$44,149,380,652</b>	<b>\$2,311,259,721</b>	<b>\$74,629,615,885</b>	<b>\$2,980,853,180</b>	<b>\$71,648,762,705</b>
<b>Secured</b>	\$1,913,846,107	\$2,965,091,902	\$26,660,160	\$4,905,598,169	\$190,848,441	\$4,714,749,728
<b>% CHANGE</b>	7.30%	7.36%	4.38%	7.31%	7.22%	7.31%
<b>Unsecured</b>	(\$2,677,525)	\$48,060,216	\$99,466,132	\$144,848,823	\$6,167,094	\$138,681,729
<b>% CHANGE</b>	-8.24%	5.51%	6.31%	5.84%	4.35%	5.93%
<b>TOTAL Change</b>	<b>\$1,911,168,582</b>	<b>\$3,013,152,118</b>	<b>\$126,126,292</b>	<b>\$5,050,446,992</b>	<b>\$197,015,535</b>	<b>\$4,853,431,457</b>
	<b>7.28%</b>	<b>7.32%</b>	<b>5.77%</b>	<b>7.26%</b>	<b>7.08%</b>	<b>7.27%</b>

Note: Public Utility roll value not included in the above

**TRA 001**

## City Of Cloverdale

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$249,291,263	\$528,328,795	\$3,207,767	\$780,827,825	\$21,164,327	\$759,663,498
Unsecured	\$477,844	\$6,312,815	\$13,817,133	\$20,607,792	\$832,623	\$19,775,169
<b>TOTALS</b>	<b>\$249,769,107</b>	<b>\$534,641,610</b>	<b>\$17,024,900</b>	<b>\$801,435,617</b>	<b>\$21,996,950</b>	<b>\$779,438,667</b>
<b><u>2014/15</u></b>						
Secured	\$279,523,770	\$590,071,909	\$3,225,404	\$872,821,083	\$27,326,219	\$845,494,864
Unsecured	\$408,115	\$7,150,544	\$14,875,188	\$22,433,847	\$829,129	\$21,604,718
<b>TOTALS</b>	<b>\$279,931,885</b>	<b>\$597,222,453</b>	<b>\$18,100,592</b>	<b>\$895,254,930</b>	<b>\$28,155,348</b>	<b>\$867,099,582</b>
<b><i>TOTAL Change</i></b>	<b>\$30,162,778</b>	<b>\$62,580,843</b>	<b>\$1,075,692</b>	<b>\$93,819,313</b>	<b>\$6,158,398</b>	<b>\$87,660,915</b>
	<b>12.08%</b>	<b>11.71%</b>	<b>6.32%</b>	<b>11.71%</b>	<b>28.00%</b>	<b>11.25%</b>

Note: Public Utility roll value not included in the above

Wednesday, June 25, 2014

**TRA 002**

## City Of Healdsburg

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$611,559,535	\$1,185,957,096	\$10,810,060	\$1,808,326,691	\$53,235,182	\$1,755,091,509
Unsecured	\$1,502,415	\$30,210,394	\$53,932,562	\$85,645,371	\$5,968,601	\$79,676,770
<b>TOTALS</b>	<b>\$613,061,950</b>	<b>\$1,216,167,490</b>	<b>\$64,742,622</b>	<b>\$1,893,972,062</b>	<b>\$59,203,783</b>	<b>\$1,834,768,279</b>
<b><u>2014/15</u></b>						
Secured	\$666,800,817	\$1,272,680,125	\$11,501,774	\$1,950,982,716	\$65,335,995	\$1,885,646,721
Unsecured	\$1,389,177	\$30,851,818	\$51,112,346	\$83,353,341	\$5,971,736	\$77,381,605
<b>TOTALS</b>	<b>\$668,189,994</b>	<b>\$1,303,531,943</b>	<b>\$62,614,120</b>	<b>\$2,034,336,057</b>	<b>\$71,307,731</b>	<b>\$1,963,028,326</b>
<b><i>TOTAL Change</i></b>	<b>\$55,128,044</b>	<b>\$87,364,453</b>	<b>(\$2,128,502)</b>	<b>\$140,363,995</b>	<b>\$12,103,948</b>	<b>\$128,260,047</b>
	<b>8.99%</b>	<b>7.18%</b>	<b>-3.29%</b>	<b>7.41%</b>	<b>20.44%</b>	<b>6.99%</b>

Note: Public Utility roll value not included in the above

Wednesday, June 25, 2014

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**TRA 003**

## City Of Petaluma

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$2,923,402,987	\$4,434,704,807	\$46,139,467	\$7,404,247,261	\$258,339,237	\$7,145,908,024
Unsecured	\$5,021,880	\$124,852,141	\$259,086,625	\$388,960,646	\$28,470,111	\$360,490,535
<b>TOTALS</b>	<b>\$2,928,424,867</b>	<b>\$4,559,556,948</b>	<b>\$305,226,092</b>	<b>\$7,793,207,907</b>	<b>\$286,809,348</b>	<b>\$7,506,398,559</b>
<b><u>2014/15</u></b>						
Secured	\$3,163,332,824	\$4,861,463,767	\$47,849,862	\$8,072,646,453	\$315,368,617	\$7,757,277,836
Unsecured	\$4,125,571	\$137,562,743	\$287,986,275	\$429,674,589	\$30,818,579	\$398,856,010
<b>TOTALS</b>	<b>\$3,167,458,395</b>	<b>\$4,999,026,510</b>	<b>\$335,836,137</b>	<b>\$8,502,321,042</b>	<b>\$346,187,196</b>	<b>\$8,156,133,846</b>
<b><i>TOTAL Change</i></b>	<b>\$239,033,528</b>	<b>\$439,469,562</b>	<b>\$30,610,045</b>	<b>\$709,113,135</b>	<b>\$59,377,848</b>	<b>\$649,735,287</b>
	<b>8.16%</b>	<b>9.64%</b>	<b>10.03%</b>	<b>9.10%</b>	<b>20.70%</b>	<b>8.66%</b>

Note: Public Utility roll value not included in the above

Wednesday, June 25, 2014

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**TRA 004**

## City Of Santa Rosa

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$6,111,366,391	12,015,907,287	\$225,088,443	18,352,362,121	\$1,214,268,340	\$17,138,093,781
Unsecured	\$9,141,950	\$233,671,569	\$476,896,944	\$719,710,463	\$68,880,975	\$650,829,488
<b>TOTALS</b>	<b>\$6,120,508,341</b>	<b>12,249,578,856</b>	<b>\$701,985,387</b>	<b>19,072,072,584</b>	<b>\$1,283,149,315</b>	<b>\$17,788,923,269</b>
<b><u>2014/15</u></b>						
Secured	\$6,699,343,308	13,066,429,394	\$228,272,512	19,994,045,214	\$1,213,017,546	\$18,781,027,668
Unsecured	\$8,039,563	\$243,017,990	\$509,483,152	\$760,540,705	\$74,765,885	\$685,774,820
<b>TOTALS</b>	<b>\$6,707,382,871</b>	<b>13,309,447,384</b>	<b>\$737,755,664</b>	<b>20,754,585,919</b>	<b>\$1,287,783,431</b>	<b>\$19,466,802,488</b>
<b><i>TOTAL Change</i></b>	<b>\$586,874,530</b>	<b>\$1,059,868,528</b>	<b>\$35,770,277</b>	<b>\$1,682,513,335</b>	<b>\$4,634,116</b>	<b>\$1,677,879,219</b>
	<b>9.59%</b>	<b>8.65%</b>	<b>5.10%</b>	<b>8.82%</b>	<b>0.36%</b>	<b>9.43%</b>

Note: Public Utility roll value not included in the above

Wednesday, June 25, 2014

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**TRA 005**

## City Of Sebastopol

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$376,766,248	\$630,285,371	\$4,084,143	\$1,011,135,762	\$37,467,172	\$973,668,590
Unsecured	\$301,719	\$13,094,330	\$20,803,474	\$34,199,523	\$438,364	\$33,761,159
<b>TOTALS</b>	<b>\$377,067,967</b>	<b>\$643,379,701</b>	<b>\$24,887,617</b>	<b>\$1,045,335,285</b>	<b>\$37,905,536</b>	<b>\$1,007,429,749</b>
<b><u>2014/15</u></b>						
Secured	\$393,255,056	\$667,483,362	\$3,732,149	\$1,064,470,567	\$44,822,913	\$1,019,647,654
Unsecured	\$249,287	\$13,520,957	\$20,654,174	\$34,424,418	\$513,050	\$33,911,368
<b>TOTALS</b>	<b>\$393,504,343</b>	<b>\$681,004,319</b>	<b>\$24,386,323</b>	<b>\$1,098,894,985</b>	<b>\$45,335,963</b>	<b>\$1,053,559,022</b>
<b><i>TOTAL Change</i></b>	<b>\$16,436,376</b>	<b>\$37,624,618</b>	<b>(\$501,294)</b>	<b>\$53,559,700</b>	<b>\$7,430,427</b>	<b>\$46,129,273</b>
	<b>4.36%</b>	<b>5.85%</b>	<b>-2.01%</b>	<b>5.12%</b>	<b>19.60%</b>	<b>4.58%</b>

Note: Public Utility roll value not included in the above

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**TRA 006**

## City Of Sonoma

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$881,302,252	\$1,202,868,690	\$6,429,602	\$2,090,600,544	\$27,982,409	\$2,062,618,135
Unsecured	\$727,239	\$25,142,930	\$38,300,529	\$64,170,698	\$2,636,044	\$61,534,654
<b>TOTALS</b>	<b>\$882,029,491</b>	<b>\$1,228,011,620</b>	<b>\$44,730,131</b>	<b>\$2,154,771,242</b>	<b>\$30,618,453</b>	<b>\$2,124,152,789</b>
<b><u>2014/15</u></b>						
Secured	\$951,914,010	\$1,289,251,626	\$6,382,107	\$2,247,547,743	\$39,548,850	\$2,207,998,893
Unsecured	\$850,243	\$26,316,919	\$41,685,973	\$68,853,135	\$2,723,262	\$66,129,873
<b>TOTALS</b>	<b>\$952,764,253</b>	<b>\$1,315,568,545</b>	<b>\$48,068,080</b>	<b>\$2,316,400,878</b>	<b>\$42,272,112</b>	<b>\$2,274,128,766</b>
<b><i>TOTAL Change</i></b>	<b>\$70,734,762</b>	<b>\$87,556,925</b>	<b>\$3,337,949</b>	<b>\$161,629,636</b>	<b>\$11,653,659</b>	<b>\$149,975,977</b>
	<b>8.02%</b>	<b>7.13%</b>	<b>7.46%</b>	<b>7.50%</b>	<b>38.06%</b>	<b>7.06%</b>

Note: Public Utility roll value not included in the above

Wednesday, June 25, 2014

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**TRA 007**

## City Of Rohnert Park

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$1,359,497,064	\$2,390,947,660	\$38,352,276	\$3,788,797,000	\$155,177,807	\$3,633,619,193
Unsecured	\$1,487,252	\$36,457,480	\$80,078,999	\$118,023,731	\$3,603,571	\$114,420,160
<b>TOTALS</b>	<b>\$1,360,984,316</b>	<b>\$2,427,405,140</b>	<b>\$118,431,275</b>	<b>\$3,906,820,731</b>	<b>\$158,781,378</b>	<b>\$3,748,039,353</b>
<b><u>2014/15</u></b>						
Secured	\$1,480,373,054	\$2,547,372,877	\$39,021,089	\$4,066,767,020	\$158,856,835	\$3,907,910,185
Unsecured	\$1,252,207	\$39,145,426	\$82,744,762	\$123,142,395	\$3,383,408	\$119,758,987
<b>TOTALS</b>	<b>\$1,481,625,261</b>	<b>\$2,586,518,303</b>	<b>\$121,765,851</b>	<b>\$4,189,909,415</b>	<b>\$162,240,243</b>	<b>\$4,027,669,172</b>
<b><i>TOTAL Change</i></b>	<b>\$120,640,945</b>	<b>\$159,113,163</b>	<b>\$3,334,576</b>	<b>\$283,088,684</b>	<b>\$3,458,865</b>	<b>\$279,629,819</b>
	<b>8.86%</b>	<b>6.55%</b>	<b>2.82%</b>	<b>7.25%</b>	<b>2.18%</b>	<b>7.46%</b>

Note: Public Utility roll value not included in the above

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**TRA 008**

## City Of Cotati

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$311,863,244	\$505,535,694	\$4,965,048	\$822,363,986	\$23,938,362	\$798,425,624
Unsecured	\$226,473	\$4,675,218	\$12,907,649	\$17,809,340	\$147,546	\$17,661,794
<b>TOTALS</b>	<b>\$312,089,717</b>	<b>\$510,210,912</b>	<b>\$17,872,697</b>	<b>\$840,173,326</b>	<b>\$24,085,908</b>	<b>\$816,087,418</b>
<b><u>2014/15</u></b>						
Secured	\$337,658,286	\$544,961,902	\$4,451,378	\$887,071,566	\$24,678,398	\$862,393,168
Unsecured	\$192,390	\$5,323,622	\$12,674,261	\$18,190,273	\$135,549	\$18,054,724
<b>TOTALS</b>	<b>\$337,850,676</b>	<b>\$550,285,524</b>	<b>\$17,125,639</b>	<b>\$905,261,839</b>	<b>\$24,813,947</b>	<b>\$880,447,892</b>
<b><i>TOTAL Change</i></b>	<b>\$25,760,959</b>	<b>\$40,074,612</b>	<b>(\$747,058)</b>	<b>\$65,088,513</b>	<b>\$728,039</b>	<b>\$64,360,474</b>
	<b>8.25%</b>	<b>7.85%</b>	<b>-4.18%</b>	<b>7.75%</b>	<b>3.02%</b>	<b>7.89%</b>

Note: Public Utility roll value not included in the above

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**TRA 009**

## City Of Windsor

### Comparison of Assessment Roll Values

	<u>Land</u>	<u>Improvements</u>	<u>Personal Property</u>	<u>Gross Totals</u>	<u>Exemptions</u>	<u>Net Taxable</u>
<b><u>2013/14</u></b>						
Secured	\$1,067,687,958	\$1,975,284,866	\$21,967,933	\$3,064,940,757	\$107,646,483	\$2,957,294,274
Unsecured	\$1,094,333	\$33,042,778	\$52,310,187	\$86,447,298	\$1,549,310	\$84,897,988
<b>TOTALS</b>	<b>\$1,068,782,291</b>	<b>\$2,008,327,644</b>	<b>\$74,278,120</b>	<b>\$3,151,388,055</b>	<b>\$109,195,793</b>	<b>\$3,042,192,262</b>
<b><u>2014/15</u></b>						
Secured	\$1,192,400,698	\$2,198,014,990	\$22,480,670	\$3,412,896,358	\$107,260,205	\$3,305,636,153
Unsecured	\$1,181,326	\$32,945,845	\$53,690,036	\$87,817,207	\$1,587,518	\$86,229,689
<b>TOTALS</b>	<b>\$1,193,582,024</b>	<b>\$2,230,960,835</b>	<b>\$76,170,706</b>	<b>\$3,500,713,565</b>	<b>\$108,847,723</b>	<b>\$3,391,865,842</b>
<b><i>TOTAL Change</i></b>	<b>\$124,799,733</b>	<b>\$222,633,191</b>	<b>\$1,892,586</b>	<b>\$349,325,510</b>	<b>(\$348,070)</b>	<b>\$349,673,580</b>
	<b>11.68%</b>	<b>11.09%</b>	<b>2.55%</b>	<b>11.08%</b>	<b>-0.32%</b>	<b>11.49%</b>

Note: Public Utility roll value not included in the above

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## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 26  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Directors, Sonoma County Water Agency and all County Sanitation Districts and Sanitation Zones

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority; 2/3 SVCSD

**Department or Agency Name(s):** Sonoma County Water Agency

**Staff Name and Phone Number:**

Lynne Roselli 524-3771

**Supervisory District(s):**

All

**Title:** Sanitation Use Study Report and Recommendations

### **Recommended Actions:**

1. Approve the draft Sanitation Use Study recommendations and direct the General Manager to complete the report.
2. Authorize the General Manager to implement the interim FY14-15 Sanitation Use Study recommendations; including reducing the equivalent single-family dwelling factor used to calculate sanitation charges for condominiums.

### **Executive Summary:**

The purpose of this item is to: (I) describe and obtain Board approval of draft Sanitation System Use Study recommendations, (II) authorize the General Manager to implement the report's interim FY14-15 recommendations. The Water Agency will return to the Board to request approval of FY15-16 final recommendations.

### **HISTORY OF ITEM/BACKGROUND:**

Beginning in late 2013, the Sonoma County Water Agency (Water Agency) engaged the professional services of Bartle Wells for \$129,330 through December 31, 2014 to conduct a study on the sewer customer classes and use categories that form the basis for calculating sewer charges in all eight Sanitation Districts and Zones County Sanitation Districts (Sanitation Districts) include: Occidental, Russian River, Sonoma Valley, and South Park County Sanitation Districts. Water Agency Sanitation Zones (Sanitation Zones) include: Airport/Larkfield/Wikiup, Geyserville, Penngrove, Sea Ranch Central, and Sea Ranch North Sanitation Zones. The purpose of the study was to update customer class and use categories, that were last evaluated in 1995, to ensure that they are equitable and reasonable, and better reflect current uses. A 2011 Bartle Wells Volumetric Feasibility Study found that due in part to challenges with the accessibility of retail water-use data, a volume-based rate structure would be best suited for Sonoma Valley County Sanitation District residential sewer customers that were also water utility customers. All other sewer customers in the eight Sanitation Districts and Zones pay a flat rate based on the number of equivalent single-family dwellings regardless of the amount of water used. An equivalent single-family

dwelling is defined as the average amount of wastewater a single-family dwelling unit produces. The Equivalent Single Family Dwelling use definitions and standard equivalency factors that estimate flow and strength are 20 years old and have changed over time.

Sewer service charges are set to generate sufficient revenue to recover the cost of providing service each year. The rates are based on the annual budget for each Sanitation District and Zone, which includes: operations and maintenance, repairs and replacements, and debt service. Sonoma Valley County Sanitation District residential sewer customers pay a combination of fixed charges that make up seventy percent of annual expenses based on equivalent single-family dwellings, and a volumetric charge for 30 percent of annual expenses based on their winter water use. Sewer service charges for all other customers in the Sanitation Districts and Zones are 100 percent fixed and calculated by dividing the annual costs of providing wastewater treatment and collection service by the number of equivalent single family dwellings. Rate increases are determined each year based on long-term financial plans that incorporate the budgets and capital plans for each of the Sanitation Districts and Zones.

The 2014 Bartle Wells study uses various methods to analyze wastewater flows and loadings to determine typical industry-wide values for wastewater generation and loading factors for residential and commercial dischargers. The study includes analysis of available census and population data to refine average household population estimates and per capita wastewater generation information; an area-wide survey of wastewater rate structures and use factors; a report summarizing key findings and recommendations; estimated impacts on customers in each Sanitation District and Zone; and presentations to the Board of Directors. The end result is proposed sewer service charges that more fairly and objectively represent existing uses and the cost of services.

Exhibit A to the sewer ordinance for each Sanitation District and Zone contains the use categories and equivalent single-family dwelling billing rates that will be updated pending Board of Directors approval of final recommendations.

The results of the 2014 draft study indicate that across all of the Districts and Zones, the existing Exhibit A flow and strength values for wastewater effluent from single-family residential customers are not the most equitable representation of current conditions. The draft study further indicates that if the flow and strength values for single-family residential customers were adjusted, sewer service charges are likely to decrease for residential customers and increase for commercial customers. Because residential flow and strength form the basis of the commercial equivalent single-family dwelling formula, additional residential effluent data will facilitate calculating the extent of the change. We recommend that additional residential effluent data be collected from all District and Zone wastewater collection systems to calculate more equitable flow and strength values. The results will be incorporated into final recommendations, and pending Board approval would be used to calculate FY15-16 sanitation rates.

**SANITATION USE STUDY RECOMMENDATIONS FOR FY 14/15:**

Beginning in FY14-15, based on the findings in the draft report, staff recommends that all the Districts and Zones implement the following actions:

1. Reduce condominiums less than 900 square feet in area to 0.8 equivalent single-family dwellings, similar to multi-family dwellings. The fiscal impact has been evaluated and determined to be negligible. Implementing this change results in a decrease in equivalent single-family dwellings ranging from 0

percent to 0.14 percent across all Districts and Zones.

2. Collect quarterly residential effluent samples from the wastewater collection systems to more fairly and objectively represent flow and strength, and calculate equivalent single-family dwellings and cost of services.

**REMAINING TASKS:**

Remaining tasks that will be completed prior to the Proposition 218 March 2015 deadline include:

1. Following completion of the residential sampling program, re-evaluate residential flow and strength and recalculate equivalent single-family dwelling values.
2. Update Exhibit A for all customer classes.
3. Evaluate the financial impact of reducing single-family residential dwellings less than 900 square feet in area to 0.8 equivalent single-family dwellings, similar to multi-family dwellings.
4. Evaluate the transition of Sonoma Valley County Sanitation District commercial users to flow-based billing and utilize simplified sewage strength groups (low, domestic, medium, and high).
5. Return to the Board for approval of final FY 15-16 sanitation use study recommendations.
6. Implement final FY 15-16 sanitation use study recommendations.

**Prior Board Actions:**

12/03/2013: Approved agreement between Water Agency and Bartle Wells Associates for consulting services regarding sanitary sewer system use study (\$129,330; agreement terminates December 31, 2014)

05/21/2013: Sanitation rate hearing and Board of Directors direction to conduct sanitary sewer system use study.

11/02/2010: Approved agreement between Water Agency and Bartle Wells Associates for consulting services regarding sanitary sewer service charges and sewer connection fees (\$165,000; term end October 31, 2013).

**Strategic Plan Alignment**      Goal 2: Economic and Environmental Stewardship

This study supports Goal 2 by ensuring sewer service charges are equitable and provide adequate revenue to effectively operate, maintain, and care for the long-term capital needs of the sanitary sewer systems in an environmentally responsible way.

Water Agency Organizational Goals and Strategies, Goal 2: Responsibly manage Water Agency finances

**Fiscal Summary - FY 14-15**

<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0	Water Agency Gen Fund	\$ 0
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

There is no net fiscal impact as a result of the proposed recommended changes as rates are designed to meet revenue requirements each year.

**Staffing Impacts**

<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Exhibit A

**Related Items "On File" with the Clerk of the Board:**

None

# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR AIRPORT SANITATION ZONE

Use Category		Billing Basis			2014-2015	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
<b>Residential</b>						
	Single-Family	280	200	200	connections	1.00
	Condominium	280	200	200	dwelling units	1.00
	Multiple-Family	224	200	200	dwelling units	0.80
	Mobile home park	224	200	200	spaces	0.80
	Mobile home (Individual)	224	200	200	units	0.80
	Granny unit	224	200	200	unit	0.80
<b>Commercial</b>						
	Appliance repair	190	200	200	1,000 sq. ft.	0.68
	Art gallery	190	200	200	1,000 sq. ft.	0.68
	Auto dealers					
	With service facilities	190	180	280	connection	0.75
		38	180	280	add per service bay	0.15
	Without service facilities	190	200	200	connection	0.68
	Bakery	190	1000	600	1,000 sq. ft.	2.02
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.47
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.09
	Bars & taverns	20	200	200	seat	0.07
	Car washes, self service	190	20	150	stall	0.42
	Camp ground or RV park					
	with hookups	125	200	200	site	0.45
	without hookups	75	200	200	site	0.27
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.06
	Dry cleaners	285	150	110	1,000 sq. ft.	0.78
	Fire stations	190	200	200	1,000 sq. ft.	0.68
	Garages	95	180	280	service bays	0.37
	Hospitals					
	Convalescent	125	250	100	beds	0.41
	General	175	250	100	beds	0.57
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.37
	Laundromats	500	150	110	washing machines	1.37
	Library	190	200	200	1,000 sq. ft.	0.68
	Machine shops	152	180	280	1,000 sq. ft.	0.60
	Markets	38	800	800	1,000 sq. ft.	0.40
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.19
	Dental	190	130	80	Exam. room	0.47
	Medical	190	130	80	Exam. room	0.47
	Post office	190	130	80	1,000 sq. ft.	0.47
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.06
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.64
	Rest homes	125	250	100	beds	0.41
	Retail stores	38	150	150	1,000 sq. ft.	0.11
	Schools					
	Elementary	9	130	100	per student day	0.02
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.49
		38	180	280	add per service bay	0.15
	Shoe repair	190	200	200	1,000 sq. ft.	0.68
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Other Uses Not Listed				see note 1 below	
<b>Industrial</b>					see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:

$$ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD TSS \times SFD FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD BOD \times SFD FLOW ) + ( FLOW \times ( 0.34 / SFD FLOW ) )$$

Note 1: Use to be calculated on a case by case basis using the above formula

Definitions	Flow = Gallons per Day			
	BOD = Biological Oxygen Demand	DW = dishwasher		
	ESD = Equivalent Single Family Dwelling	disp. = disposal		



# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR GEYSERVILLE SANITATION ZONE

Use Category		Billing Basis			2014-2015	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
<b>Residential</b>						
	Single-Family	200	315	315	connections	1.00
	Condominium	200	315	315	dwelling units	1.00
	Multiple-Family	160	315	315	dwelling units	0.80
	Mobile home park	160	315	315	spaces	0.80
	Mobile home (Individual)	160	315	315	units	0.80
	Granny unit	160	315	315	unit	0.80
<b>Commercial</b>						
	Appliance repair	190	200	200	1,000 sq. ft.	0.72
	Art gallery	190	200	200	1,000 sq. ft.	0.72
	Auto dealers					
	With service facilities	190	180	280	connection	0.78
		38	180	280	add per service bay	0.16
	Without service facilities	190	200	200	connection	0.72
	Bakery	190	1000	600	1,000 sq. ft.	1.92
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.53
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.11
	Bars & taverns	20	200	200	seat	0.08
	Car washes, self service	190	20	150	stall	0.49
	Camp ground or RV park					
	with hookups	125	200	200	site	0.47
	without hookups	75	200	200	site	0.28
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.06
	Dry cleaners	285	150	110	1,000 sq. ft.	0.87
	Fire stations	190	200	200	1,000 sq. ft.	0.72
	Garages	95	180	280	service bays	0.39
	Hospitals					
	Convalescent	125	250	100	beds	0.44
	General	175	250	100	beds	0.62
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.40
	Laundromats	500	150	110	washing machines	1.53
	Library	190	200	200	1,000 sq. ft.	0.72
	Machine shops	152	180	280	1,000 sq. ft.	0.62
	Markets	38	800	800	1,000 sq. ft.	0.38
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.21
	Dental	190	130	80	Exam. room	0.53
	Medical	190	130	80	Exam. room	0.53
	Post office	190	130	80	1,000 sq. ft.	0.53
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.06
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.76
	Rest homes	125	250	100	beds	0.44
	Retail stores	38	150	150	1,000 sq. ft.	0.12
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.56
		38	180	280	add per service bay	0.16
	Shoe repair	190	200	200	1,000 sq. ft.	0.72
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:  

$$ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD \ TSS \times SFD \ FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD \ BOD \times SFD \ FLOW ) + ( FLOW \times ( 0.34 / SFD \ FLOW ) )$$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR PENNGROVE SANITATION ZONE

Use Category		Billing Basis			2014-2015	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
<b>Residential</b>						
	Single-Family	180	305	305	connections	1.00
	Condominium	180	305	305	dwelling units	1.00
	Multiple-Family	144	305	305	dwelling units	0.80
	Mobile home park	144	305	305	spaces	0.80
	Mobile home (Individual)	144	305	305	units	0.80
	Granny unit	144	305	305	unit	0.80
<b>Commercial</b>						
	Appliance repair	190	200	200	1,000 sq. ft.	0.82
	Art gallery	190	200	200	1,000 sq. ft.	0.82
	Auto dealers					
	With service facilities	190	180	280	connection	0.88
	Without service facilities	38	180	280	add per service bay	0.18
	Without service facilities	190	200	200	connection	0.82
	Bakery	190	1000	600	1,000 sq. ft.	2.19
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.60
	Barber shop	19	130	80	chair	0.06
	Beauty shop	38	130	80	chair	0.12
	Bars & taverns	20	200	200	seat	0.09
	Car washes, self service	190	20	150	stall	0.55
	Camp ground or RV park					
	with hookups	125	200	200	site	0.54
	without hookups	75	200	200	site	0.32
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.07
	Dry cleaners	285	150	110	1,000 sq. ft.	0.98
	Fire stations	190	200	200	1,000 sq. ft.	0.82
	Garages	95	180	280	service bays	0.44
	Hospitals					
	Convalescent	125	250	100	beds	0.50
	General	175	250	100	beds	0.70
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.45
	Laundromats	500	150	110	washing machines	1.73
	Library	190	200	200	1,000 sq. ft.	0.82
	Machine shops	152	180	280	1,000 sq. ft.	0.71
	Markets	38	800	800	1,000 sq. ft.	0.44
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.24
	Dental	190	130	80	Exam. room	0.60
	Medical	190	130	80	Exam. room	0.60
	Post office	190	130	80	1,000 sq. ft.	0.60
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.07
	With DW or garbage disp.	6	619	371	seat	0.05
	Without DW & garbage disp.	6	238	143	seat	0.03
	Take-out	475	238	143	1,000 sq. ft.	1.99
	Rest homes	125	250	100	beds	0.50
	Retail stores	38	150	150	1,000 sq. ft.	0.14
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.05
	Service stations	380	180	280	set of gas pumps	1.77
		38	180	280	add per service bay	0.18
	Shoe repair	190	200	200	1,000 sq. ft.	0.82
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	
<b>ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:</b> $ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD \ TSS \times SFD \ FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD \ BOD \times SFD \ FLOW ) + ( FLOW \times ( 0.34 / SFD \ FLOW ) )$						
<b>Note 1: Use to be calculated on a case by case basis using the above formula</b>						
<b>Definitions</b>						
	Flow = Gallons per Day					
	BOD = Biological Oxygen Demand		DW = dishwasher			
	ESD = Equivalent Single Family Dwelling		disp. = disposal			

# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SEA RANCH SANITATION ZONE

Use Category		Billing Basis			2014-2015	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
<b>Residential</b>						
	Single-Family	200			connections	<b>1.0</b>
<b>Commercial</b>					see note 1 below	
ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA: $ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD TSS \times SFD FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD BOD \times SFD FLOW ) + ( FLOW \times ( 0.34 / SFD FLOW ) )$						
Note 1: Use to be calculated on a case by case basis using the above formula						
<b>Definitions</b>		Flow = Gallons per Day		DW = dishwasher		
		BOD = Biological Oxygen Demand		disp. = disposal		
		ESD = Equivalent Single Family Dwelling				

# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR OCCIDENTAL CSD

Use Category		Billing Basis			2014 - 2015	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
<b>Residential</b>						
	Single-Family	66	250	250	connections	1.00
	Condominium	66	250	250	dwelling units	1.00
	Multiple-Family	52.8	250	250	dwelling units	0.80
	Mobile home park	52.8	250	250	spaces	0.80
	Mobile home (Individual)	52.8	250	250	units	0.80
	Granny unit	52.8	250	250	unit	0.80
<b>Commercial</b>						
	Appliance repair	190	200	200	1,000 sq. ft.	2.50
	Art gallery	190	200	200	1,000 sq. ft.	2.50
	Auto dealers					
	With service facilities	190	180	280	connection	2.73
		38	180	280	add per service bay	0.55
	Without service facilities	190	200	200	connection	2.50
	Bakery	190	1000	600	1,000 sq. ft.	7.06
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	1.78
	Barber shop	19	130	80	chair	0.18
	Beauty shop	38	130	80	chair	0.36
	Bars & taverns	20	200	200	seat	0.26
	Car washes, self service	190	20	150	stall	1.62
	Camp ground or RV park					
	with hookups	125	200	200	site	1.64
	without hookups	75	200	200	site	0.99
	Churches, hall & lodges	2	200	200	seat	0.03
	Coffee shops	6	1000	600	seats	0.22
	Dry cleaners	285	150	110	1,000 sq. ft.	2.95
	Fire stations	190	200	200	1,000 sq. ft.	2.50
	Garages	95	180	280	service bays	1.36
	Hospitals					
	Convalescent	125	250	100	beds	1.52
	General	175	250	100	beds	2.13
	Veterinarian	6	250	100	cages	0.07
	Hotels/motels	100	310	120	sleeping rooms	1.38
	Laundromats	500	150	110	washing machines	5.18
	Library	190	200	200	1,000 sq. ft.	2.50
	Machine shops	152	180	280	1,000 sq. ft.	2.18
	Markets	38	800	800	1,000 sq. ft.	1.41
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.71
	Dental	190	130	80	Exam. room	1.78
	Medical	190	130	80	Exam. room	1.78
	Post office	190	130	80	1,000 sq. ft.	1.78
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.22
	With DW or garbage disp.	6	619	371	seat	0.15
	Without DW & garbage disp.	6	238	143	seat	0.08
	Take-out	475	238	143	1,000 sq. ft.	6.07
	Rest homes	125	250	100	beds	1.52
	Retail stores	38	150	150	1,000 sq. ft.	0.42
	Schools					
	Elementary	9	130	100	per student day	0.09
	High	14	130	100	per student day	0.14
	Service stations	380	180	280	set of gas pumps	5.45
		38	180	280	add per service bay	0.55
	Shoe repair	190	200	200	1,000 sq. ft.	2.50
	Theaters	2	200	200	seat	0.03
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:  

$$ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD \ TSS \times SFD \ FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD \ BOD \times SFD \ FLOW ) + ( FLOW \times ( 0.34 / SFD \ FLOW ) )$$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR RUSSIAN RIVER CSD

Use Category		Billing Basis			2014-2015	
		Flow gallons	BOD mg/l	TSS mg/l	Use	ESD
<b>Residential</b>						
	Single-Family	120	200	200	connections	1.00
	Condominium	120	200	200	dwelling units	1.00
	Multiple-Family	96	200	200	dwelling units	0.80
	Mobile home park	96	200	200	spaces	0.80
	Mobile home (Individual)	96	200	200	units	0.80
	Granny unit	96	200	200	unit	0.80
<b>Commercial</b>						
	Appliance repair	190	200	200	1,000 sq. ft.	1.58
	Art gallery	190	200	200	1,000 sq. ft.	1.58
	Auto dealers					
	With service facilities	190	180	280	connection	1.74
		38	180	280	add per service bay	0.35
	Without service facilities	190	200	200	connection	1.58
	Bakery	190	1000	600	1,000 sq. ft.	4.72
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	1.09
	Barber shop	19	130	80	chair	0.11
	Beauty shop	38	130	80	chair	0.22
	Bars & taverns	20	200	200	seat	0.17
	Car washes, self service	190	20	150	stall	0.98
	Camp ground or RV park					
	with hookups	125	200	200	site	1.04
	without hookups	75	200	200	site	0.63
	Churches, hall & lodges	2	200	200	seat	0.02
	Coffee shops	6	1000	600	seats	0.15
	Dry cleaners	285	150	110	1,000 sq. ft.	1.83
	Fire stations	190	200	200	1,000 sq. ft.	1.58
	Garages	95	180	280	service bays	0.87
	Hospitals					
	Convalescent	125	250	100	beds	0.96
	General	175	250	100	beds	1.34
	Veterinarian	6	250	100	cages	0.05
	Hotels/motels	100	310	120	sleeping rooms	0.87
	Laundromats	500	150	110	washing machines	3.20
	Library	190	200	200	1,000 sq. ft.	1.58
	Machine shops	152	180	280	1,000 sq. ft.	1.39
	Markets	38	800	800	1,000 sq. ft.	0.94
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.43
	Dental	190	130	80	Exam. room	1.09
	Medical	190	130	80	Exam. room	1.09
	Post office	190	130	80	1,000 sq. ft.	1.09
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.15
	With DW or garbage disp.	6	619	371	seat	0.10
	Without DW & garbage disp.	6	238	143	seat	0.05
	Take-out	475	238	143	1,000 sq. ft.	3.83
	Rest homes	125	250	100	beds	0.96
	Retail stores	38	150	150	1,000 sq. ft.	0.26
	Schools					
	Elementary	9	130	100	per student day	0.05
	High	14	130	100	per student day	0.08
	Service stations	380	180	280	set of gas pumps	3.48
		38	180	280	add per service bay	0.35
	Shoe repair	190	200	200	1,000 sq. ft.	1.58
	Theaters	2	200	200	seat	0.02
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:  
 $ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD \ TSS \times SFD \ FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD \ BOD \times SFD \ FLOW ) + ( FLOW \times ( 0.34 / SFD \ FLOW ) )$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SOUTH PARK CSD

Use Category		Billing Basis			2014-2015	
		Flow	BOD	TSS	Use	ESD
		gallons	mg/l	mg/l		
<b>Residential</b>						
	Single-Family	233	237	237	connections	1.00
	Condominium	233	237	237	dwelling units	1.00
	Multiple-Family	186.4	237	237	dwelling units	0.80
	Mobile home park	186.4	237	237	spaces	0.80
	Mobile home (Individual)	186.4	237	237	units	0.80
	Granny unit	186.4	237	237	unit	0.80
<b>Commercial</b>						
	Appliance repair	190	200	200	1,000 sq. ft.	0.73
	Art gallery	190	200	200	1,000 sq. ft.	0.73
	Auto dealers					
	With service facilities	190	180	280	connection	0.80
		38	180	280	add per service bay	0.16
	Without service facilities	190	200	200	connection	0.73
	Bakery	190	1000	600	1,000 sq. ft.	2.09
	Butcher				see note 1 below	
	Banks & financial institutions	190	130	80	1,000 sq. ft.	0.52
	Barber shop	19	130	80	chair	0.05
	Beauty shop	38	130	80	chair	0.10
	Bars & taverns	20	200	200	seat	0.08
	Car washes, self service	190	20	150	stall	0.47
	Camp ground or RV park					
	with hookups	125	200	200	site	0.48
	without hookups	75	200	200	site	0.29
	Churches, hall & lodges	2	200	200	seat	0.01
	Coffee shops	6	1000	600	seats	0.07
	Dry cleaners	285	150	110	1,000 sq. ft.	0.86
	Fire stations	190	200	200	1,000 sq. ft.	0.73
	Garages	95	180	280	service bays	0.40
	Hospitals					
	Convalescent	125	250	100	beds	0.44
	General	175	250	100	beds	0.62
	Veterinarian	6	250	100	cages	0.02
	Hotels/motels	100	310	120	sleeping rooms	0.40
	Laundromats	500	150	110	washing machines	1.51
	Library	190	200	200	1,000 sq. ft.	0.73
	Machine shops	152	180	280	1,000 sq. ft.	0.64
	Markets	38	800	800	1,000 sq. ft.	0.42
	Offices					
	Business	76	130	80	1,000 sq. ft.	0.21
	Dental	190	130	80	Exam. room	0.52
	Medical	190	130	80	Exam. room	0.52
	Post office	190	130	80	1,000 sq. ft.	0.52
	Resort				calc per ESD	
	Restaurants					
	Dine-in					
	With DW & garbage disp.	6	1000	600	seat	0.07
	With DW or garbage disp.	6	619	371	seat	0.04
	Without DW & garbage disp.	6	238	143	seat	0.02
	Take-out	475	238	143	1,000 sq. ft.	1.77
	Rest homes	125	250	100	beds	0.44
	Retail stores	38	150	150	1,000 sq. ft.	0.12
	Schools					
	Elementary	9	130	100	per student day	0.03
	High	14	130	100	per student day	0.04
	Service stations	380	180	280	set of gas pumps	1.60
		38	180	280	add per service bay	0.16
	Shoe repair	190	200	200	1,000 sq. ft.	0.73
	Theaters	2	200	200	seat	0.01
	Warehouse				see note 1 below	
	Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:  
 $ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD \ TSS \times SFD \ FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD \ BOD \times SFD \ FLOW ) + ( FLOW \times ( 0.34 / SFD \ FLOW ) )$

Note 1: Use to be calculated on a case by case basis using the above formula	
Definitions	Flow = Gallons per Day
	BOD = Biological Oxygen Demand
	DW = dishwasher
	ESD = Equivalent Single Family Dwelling
	disp. = disposal

# EXHIBIT A

## EQUIVALENT SINGLE-FAMILY DWELLING BILLING UNIT FOR SONOMA VALLEY CSD

Use Category	Billing Basis			2014-2015	
	Flow	BOD	TSS	Use	ESD
	gallons	mg/l	mg/l		
<b>Residential</b>					
Single-Family	200	200	200	connections	1.00
Condominium	200	200	200	dwelling units	1.00
Multiple-Family	160	200	200	dwelling units	0.80
Mobile home park	160	200	200	spaces	0.80
Mobile home (Individual)	160	200	200	units	0.80
Granny unit	160	200	200	unit	0.80
<b>Commercial</b>					
Appliance repair	190	200	200	1,000 sq. ft.	0.95
Art gallery	190	200	200	1,000 sq. ft.	0.95
Auto dealers					
With service facilities	190	180	280	connection	1.04
	38	180	280	add per service bay	0.21
Without service facilities	190	200	200	connection	0.95
Bakery	190	1000	600	1,000 sq. ft.	2.83
Butcher				see note 1 below	
Banks & financial institutions	190	130	80	1,000 sq. ft.	0.65
Barber shop	19	130	80	chair	0.07
Beauty shop	38	130	80	chair	0.13
Bars & taverns	20	200	200	seat	0.10
Car washes, self service	190	20	150	stall	0.59
Camp ground or RV park					
with hookups	125	200	200	site	0.63
without hookups	75	200	200	site	0.38
Churches, hall & lodges	2	200	200	seat	0.01
Coffee shops	6	1000	600	seats	0.09
Dry cleaners	285	150	110	1,000 sq. ft.	1.10
Fire stations	190	200	200	1,000 sq. ft.	0.95
Garages	95	180	280	service bays	0.52
Hospitals					
Convalescent	125	250	100	beds	0.57
General	175	250	100	beds	0.80
Veterinarian	6	250	100	cages	0.03
Hotels/motels	100	310	120	sleeping rooms	0.52
Laundromats	500	150	110	washing machines	1.92
Library	190	200	200	1,000 sq. ft.	0.95
Machine shops	152	180	280	1,000 sq. ft.	0.84
Markets	38	800	800	1,000 sq. ft.	0.57
Offices					
Business	76	130	80	1,000 sq. ft.	0.26
Dental	190	130	80	Exam. room	0.65
Medical	190	130	80	Exam. room	0.65
Post office	190	130	80	1,000 sq. ft.	0.65
Resort				calc per ESD	
Restaurants					
Dine-in					
With DW & garbage disp.	6	1000	600	seat	0.09
With DW or garbage disp.	6	619	371	seat	0.06
Without DW & garbage disp.	6	238	143	seat	0.03
Take-out	475	238	143	1,000 sq. ft.	2.30
Rest homes	125	250	100	beds	0.57
Retail stores	38	150	150	1,000 sq. ft.	0.16
Schools					
Elementary	9	130	100	per student day	0.03
High	14	130	100	per student day	0.05
Service stations	380	180	280	set of gas pumps	2.09
	38	180	280	add per service bay	0.21
Shoe repair	190	200	200	1,000 sq. ft.	0.95
Theaters	2	200	200	seat	0.01
Warehouse				see note 1 below	
Others as determined by the Engr.				see note 1 below	

ALL COMMERCIAL ESDs TO BE DETERMINED BY THE GENERAL MANAGER USING THE FOLLOWING FORMULA:  
 $ESD = ( TSS \times FLOW \times 0.33 ) / ( SFD TSS \times SFD FLOW ) + ( BOD \times FLOW \times 0.33 ) / ( SFD BOD \times SFD FLOW ) + ( FLOW \times ( 0.34 / SFD FLOW ) )$

Annual Service Charge Formula			
Sum of the following:	Flow	\$	0.01054
	BOD	\$	0.61016
	TSS	\$	0.10857

Note 1: Use to be calculated on a case by case basis using the above formula

Definitions	
Flow = Gallons per Day	
BOD = Biological Oxygen Demand	DW = dishwasher
ESD = Equivalent Single Family Dwelling	disp. = disposal



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 27  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator and Transportation and Public Works

**Staff Name and Phone Number:**

Veronica Ferguson, 707-565-2431  
Susan Klassen, 707-565-2231

**Supervisorial District(s):**

All

**Title:** Financing Plan for the Implementation of the Long-Term Roads Plan and Consideration of Transactions and Use Tax Ordinances

### **Recommended Actions:**

1. Receive Financing Plan for Implementation of the Long-term Roads Plan, including a total \$40 million annual investment in the County's Road Network of which \$20 million will be dedicated for pavement preservation.
2. Conduct a public hearing to consider whether to adopt one of two tax ordinances: (1) an ordinance imposing a general countywide transactions and use tax, or (2) an ordinance imposing a special countywide transactions and use tax to fund road maintenance in the County. If one of the ordinances is adopted, it will be placed on the ballot at the November 4, 2014, election, and will become effective if it is approved by the requisite amount of the voters voting on the measure (a majority for the general tax or two-thirds for the special tax).
3. Adopt a resolution introducing, reading the title of and waiving further reading of the proposed ordinance imposing a general transactions and use tax.
4. Direct staff to draft an advisory measure pursuant to Elections Code Section 9603(a) allowing the voters to voice their opinion on the use of the proposed general tax revenue in a similar manner as proposed in the Sonoma County Road Safety and Improvement Act. The advisory measure will be considered at the August 5, 2014 Board Meeting, where the Board may resolve to place the measure on the November 4, 2014 ballot.
5. Direct staff to work with the Sonoma County Transportation Authority ("SCTA") to develop an Administrative and Oversight Agreement as called for by the advisory measure, and which may be implemented should the advisory measure receive a majority of the vote at the November 4, 2014 election.



**Executive Summary:**

This item provides the Board of Supervisors with a financing plan to support implementation of the Long-Term Roads Plan, as directed by the Board of Supervisors on June 17, 2014. Through that presentation, the Board of Supervisors reviewed roads needs including corrective maintenance operations and pavement preservation. These two programs call for a \$40 million annual investment in the County's Road Network, including \$20 million dedicated for pavement preservation. This agenda item includes action items necessary to provide additional revenue to reach the total investment goal.

**Background**

A well maintained road network is vital to economic development. In particular, investment in road infrastructure promotes a healthy economy by creating well-paying construction and engineering jobs, promoting and supporting tourism and recreation, and providing measures of support for agriculture and the environment.

For several years, Sonoma County has prioritized transportation infrastructure, transit, enhancing safety for vehicles, pedestrians, and cyclists, fixing potholes, repairing local roads and streets, and improving the quality of life for County residents to achieve its strategic goal of economic and environmental stewardship. This prioritization stemmed from both recognition of the importance of a well maintained network and the decline of the County's roads.

In August 2013, the Board Chair created the Long-Term Roads Ad Hoc Committee (Supervisors McGuire and Rabbitt) with a charter to improve the quality and safety of the County road system by developing a Long-Term Roads Plan including funding strategies for pavement condition improvements. On June 17, 2014 the Board adopted the Long-Term Roads Plan recommended by the Ad Hoc, which sets a 10 year goal of improving over 50% of the roads maintained by Sonoma County and continuing to address the remaining roads in the following years.

To reach this goal, the County will need to repair approximately 700 miles of road in the coming 10 years, which is in addition to the approximate 150 miles of road currently completed or scheduled for repair work. Funding this ambitious plan requires increasing the County's current investment in its Road network to \$40 million annually primarily from increasing pavement preservation funding to an average of \$20 million per year (estimated current year dollars). Included in Attachment A is a detailed spreadsheet on Roads financing which outlines the dollars currently budgeted, future commitment of additional General Fund (GF) dollars and new sales tax revenue to reach the Board's investment goal.

Staff determined that this level of funding was needed based on an analysis of the existing road network condition and using computer modeling as discussed in the June Roads Ad-Hoc report. The selection of which roads will be improved uses a framework allowing staff to ensure an equal distribution of repair work throughout the County while addressing the most critical needs and investing in preservation to ensure the most efficient use of funds. The Roads Evaluation Framework, shown as a component of the financing plan attachment includes criteria such as average daily miles, pavement condition, bike and transit relevance, and Supervisorial District.

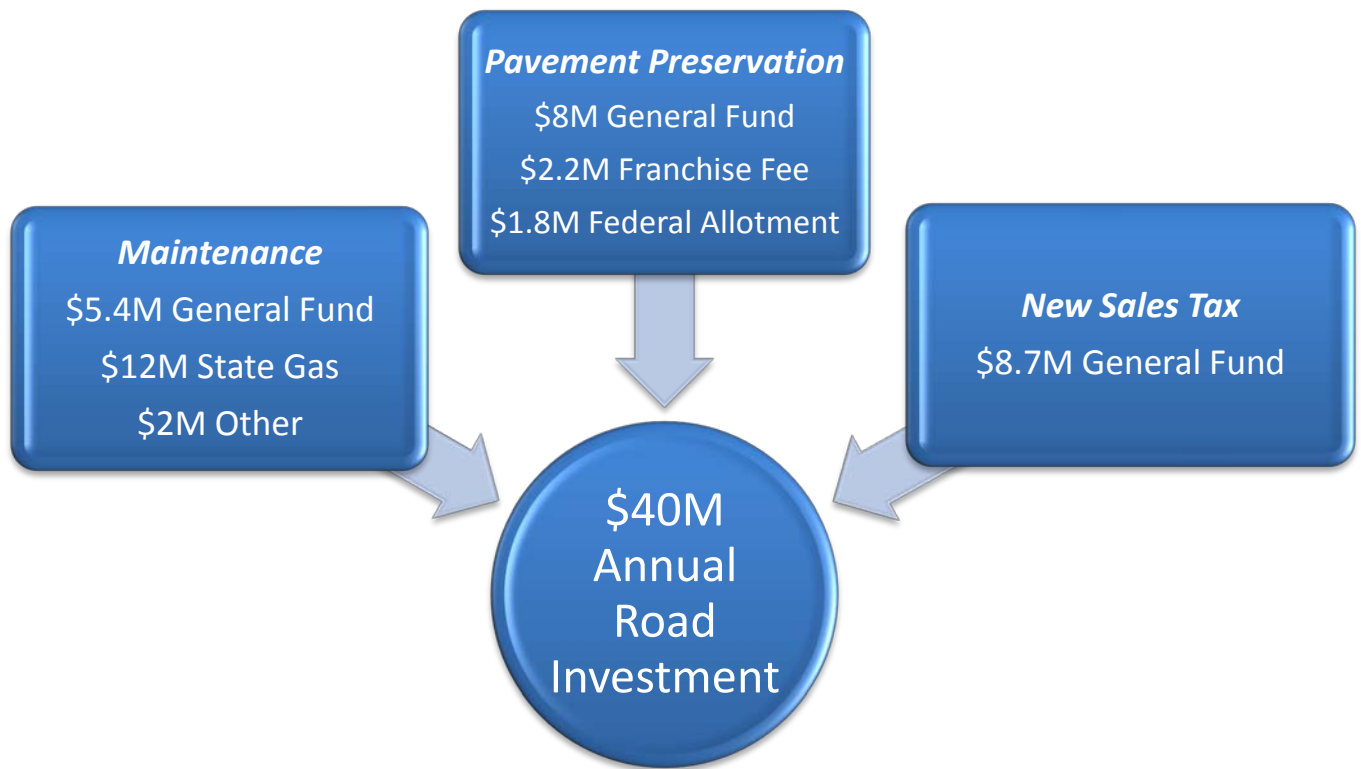
## **Financing Plan**

A detailed financing plan is provided as Attachment A. In fiscal years 12-13, 13-14, and 14-15 the Board of Supervisors dedicated the highest level of funding for County roads infrastructure in recent history. This investment produced a greater amount of road improvements over the course of three years than had been accomplished in the prior three decades. Even with this funding commitment and roads improvements, more local funding is needed to reach \$40 million total investment required for the Ad-Hoc's 10-year goal.

It is important to note that \$8 million each year for the last 3 years within pavement preservation has been provided by one-time funding sources. Thus in order to increase funding in this area to \$20 million annually, the County must find a way to not only continue the \$8 million from an on-going source but also find another on-going source of an additional \$8 million annually. A detailed financing plan shows a recommended approach of dedicating discretionary revenue growth in combination with one-time sources to achieve \$8 million annually, with a projection of using only ongoing revenue growth to maintain this level of investment within 5 years.

In addition to this increased, ongoing commitment of GF, staff analyzed all available new revenue options, which are included as a component in the Financing Plan Attachment. Based on that review, staff recommends a Transaction and Use ("sales") tax to generate approximately \$20 million annually. Because the sales tax revenue will be available for any government purposes, staff also recommends allowing the voters to voice their opinion on the use of the proposed general tax for roads purposes by placing an Advisory Measure on the November 4, 2014 ballot. The Advisory Measure will serve as a guideline for your Board and future Boards' decision as to how to use the revenue. The revenue will continue to be placed in the General Fund and will be treated as General Fund money each year. The Advisory Measure would propose an allocation of the tax revenue among the County and all incorporated cities with the County receiving approximately \$8.7 M annually in new revenue. A summary graphic showing the recommended total investment is provided below as Graphic A.

**Graphic A: Recommended Financing for County Road Network**



Analysis of Community Support for a Sales Tax Measure

With the assistance of a consultant, staff conducted a survey of likely voters to determine the viability of a local tax measure to supplement ongoing General Fund investments of the Board’s highest priorities. Local sales taxes are commonly used to fund road infrastructure as they capture visitor and tourist economic activity, are broadly dispersed throughout the county and generally are predictable sources of revenue.

The survey identified priority community issues, with road and pot-hole repair and other transit/transportation improvements among the highest priorities. Based on the survey data, the consultant identified strong support for a local sales tax measure, and recommended the County pursue a general purpose sales tax to fund all government purposes, which could include but not be limited to the multiple highest priorities identified in the survey. The consultant also evaluated a special sales tax as an appropriate measure for funding the County’s road network. It was determined that there was stronger support for a general tax.

Recommended Actions

Staff is recommending a general transactions and use tax on the November 4, 2014 ballot, increasing the Transactions and Use tax by ¼ cent, and placing an Advisory Measure on the November 4, 2014 ballot advising that the County and Cities use general tax funds for roads maintenance purposes through a

majority vote. This language would mirror the expenditure plan language related to the Special Tax provided as an alternative to the recommended action and discussed below.

The County anticipates allocating the funds received to the nine cities and the County within Sonoma County based on the Measure M formula, and with the Board's direction, will work with the Sonoma County Transportation Authority (SCTA) to develop a contract placing SCTA as the administering and oversight entity for the sales tax revenue as called for by the advisory measure, and which may be implemented should the advisory measure receive a majority of the vote at the November 4, 2014 election.

#### Alternative Options

There are several other alternatives available to the Board to finance the desired \$20 million in pavement preservation.

**Special Tax:** The Board could consider a special sales tax measure of ¼% over twenty years for roads. Because a special tax is for a specific purpose, it would require 2/3 voter approval. Staff has drafted this ordinance which is attached. It creates a Sonoma County Road Safety and Improvement Act as a means to provide a stable and secure funding source directly to local governments in order to improve roadways through maintenance, repair, enhancement and safety measures such as re-paving, pothole filling, bicycle and pedestrian safety and roadway reconstruction. The goal of the measure is to increase the Pavement Condition Index to very good in all of the cities and the County. This will improve driver safety, improve bicycle and pedestrian safety and mobility, reduce accidents, improve traffic flow and reduce maintenance costs to cars and trucks.

**Other Revenues:** The Board may also wish to identify alternative new revenue options from those included within the financing plan, Attachment A. Many of these would require additional action not available via the agenda item today. However, based on Board direction, staff would further develop financing options.

**Education and Outreach:** Another alternative is for the Board to take no action to place a measure on the ballot at this time and direct staff to develop and launch an education campaign leading to a ballot measure in one to two years. The education and engagement effort would allow greater refinement of the use of any potential revenue measure. Prior successful sales tax measures, such as for the Agricultural Preservation and Open Space District and for Measure M, in Sonoma County have included robust education efforts prior to a ballot measure coming before the voters.

#### **Prior Board Actions:**

6/17/14 Board adopts Long Term Roads Ad Hoc Report and allocates \$3.5 million in General Fund and \$4.5 million in Road Fund Balance to Pavement Preservation Program for FY 14/15

3/25/14: Board approves 2014 Pavement Preservation Program funded with \$9.8 million general fund allocation and receive 2013 Pavement Management Program Update

6/11/13: Board approves Road Ad-Hoc recommendation allocation \$8 million in one-time reserves

10/23/12: Board approves Road Ad Hoc recommendations

6/19/12: Board approves Road Ad Hoc recommendation allocating \$8 million in one-time reserves.

<b>Strategic Plan Alignment</b> Goal 2: Economic and Environmental Stewardship			
A well maintained road network is vital to economic development in the areas of agriculture, recreation and tourism. Investing in transportation infrastructure improves the pavement quality and safety of the County road system for vehicles, transit, and bicycles.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$            240,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$            240,000
	\$		\$
<b>Total Expenditure</b>	<b>\$            240,000</b>	<b>Total Sources</b>	<b>\$            240,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
If successful, the proceeds of the sales tax will cover the county for the election costs associated with this measure. If the measure is not successful, the General Fund will be responsible for these costs.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary</b> <b>Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Financing Plan Attachment B: Resolution Introducing and Waiving Reading of General Tax Ordinance Attachment C: Resolution Introducing and Waiving Reading of Special Tax Ordinance Attachment D: Draft General Tax Ordinance Attachment E: Draft Special Tax Ordinance Attachment F: Summary of Proposed Ordinances and Notice of Public Hearing			
<b>Related Items "On File" with the Clerk of the Board:</b>			

## Long Term Roads Financing Plan

### Introduction

This financing plan provides an overview of the County's road network, an evaluation framework for guiding the selection of roads for improvement, an assessment of various revenue options, and a recommended mix of funding. This financing plan recommends directing a total \$40 million in annual investment in the County's Road Network of which \$20 million will be dedicated for pavement preservation.

### Current Status

The poor condition of the Sonoma County road network is decades in the making, and is a function of several critical factors. Among these are declining State and Federal transportation revenues, State funding allocation formulas that disadvantage rural and suburban counties, the recent great recession, and less than adequate local investment in road infrastructure. The concerns over the conditions of the road network in Sonoma County led to a system-wide evaluation of the network.

In fiscal years 12-13, 13-14, and 14-15 the Board of Supervisors dedicated the highest level of funding for County roads infrastructure in recent history. This investment produced a greater amount of road improvements over the course of three years than had been accomplished in the prior three decades. Total investments in the Road network, along with Administrative and Capital/Other expenditures are summarized in the table below.

<b>Roads Expenditures by Type</b>					
		Adj Actuals	Adj Actuals	Adj Est Actuals	Adj Budget
Road Division Expenditures		FY 11/12	FY 12/13	FY 13/14	FY 14/15
	Corrective Maintenance	17,288,254	16,887,310	18,743,281	19,697,255
	Pavement Preservation	1,800,000	12,000,000	12,000,000	12,000,000
	<b>Subtotal Corrective Maintenance &amp; Pavement Preservation</b>	<b>19,088,254</b>	<b>28,887,310</b>	<b>30,743,281</b>	<b>31,697,255</b>
	Administration	5,748,957	6,619,251	5,933,553	6,501,966
	Capital/Other	10,972,677	11,326,887	26,521,647	15,273,737
	<b>Total Expenditures</b>	<b>35,809,889</b>	<b>46,833,447</b>	<b>63,198,481</b>	<b>53,472,958</b>

### Long Term Roads Plan

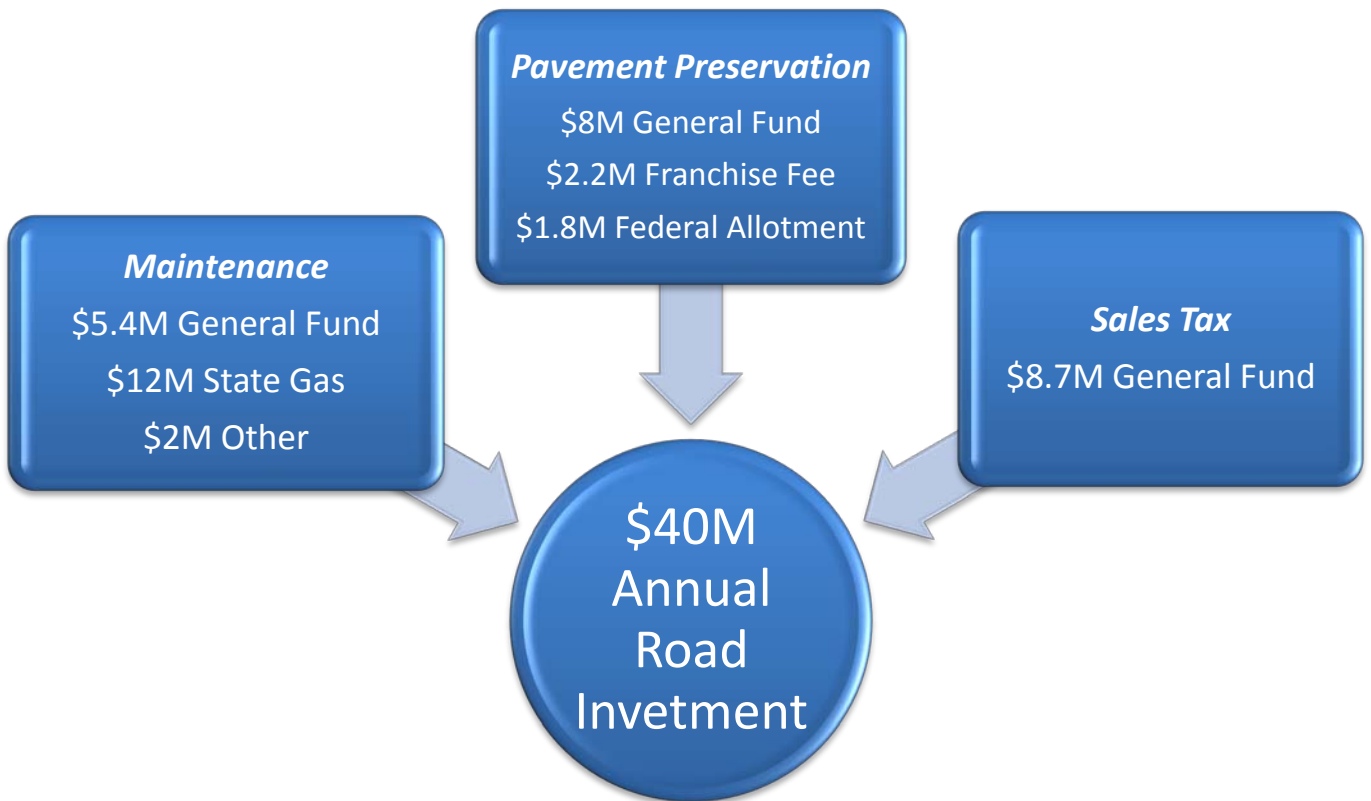
In June, the Roads Ad-Hoc presented a Long Term Roads Plan that established an ambitious goal bringing 700 miles of road, or more than 50% of the road network, up to good condition in

10 years and improving all roads over the course of 20 years. The Board then directed the County Administrator's Office to develop a financing plan to implement the Roads Plan.

Specifically, to finance the long-term roads plan, Staff recommends:

1. The use of ongoing revenue;
2. Increased level of General Fund commitment;
3. Placing a general transactions and use tax on the November 4, 2014 ballot to increasing the Transactions and Use (Sales) tax by ¼%; and
4. Placing an Advisory Measure on the November 4, 2014 ballot whereby the voters can advise as to the use of the general tax funds for roads maintenance purposes through a majority vote.
5. Developing a contract with the Sonoma County Transportation Authority to serve as the Administrative and Oversight entity for the sales tax revenue.

**Graphic A: Recommended Financing for County Road Network**



## County Road Network

The June report from the Road's Ad-Hoc provided several categories of roads to help identify and understand use, guide investments, and better track progress in road condition improvement over time. Staff has continued to refine the assignment of roads to the categories based on input from members of the public and the Board of Supervisors. Table 1 shows the breakdown of the roads by each category and Supervisorial district, with each of the categories described in greater detail below.

	<b>District 1</b>	<b>District 2</b>	<b>District 3</b>	<b>District 4</b>	<b>District 5</b>
Federally Eligible Network	58.05	74.84	10.65	74.16	138.32
Significant Rural Road Network	62.33	34.71	0	50.33	77.24
Local Community Connector Roads	86.28	85.89	5.80	105.46	243.80
Remaining Local Roads	59.23	33.51	3.86	97.20	81.26
Totals	265.89	228.95	20.31	327.15	540.62

The Federally Eligible Network – This category consists of all of the Roads in the County that are classified as either Arterials or Major Collectors. There are 356 miles (25% of total network) of roads throughout the County that fit this category. These roads are on the average in good or very good condition. Most importantly these roads are eligible for federal road funding, in other words these are the roads where the County can maximize its ability to leverage local dollars.

Significant Rural Road Network – This category consists of all of the roads functionally classified as Minor Collector roads and a strategic selection of Local roads that are significant to the economic vitality of Sonoma County because they tie rural communities together or provide access to agricultural, tourism, and recreation opportunities. There are approximately 225 miles of roads (16% of total network) in this category and they are in generally poor condition with an average PCI of 44.

Local Community/Connector Roads – This category includes only roads functionally classified as Local. They are in areas around population centers, townships and neighborhoods. Examples include such areas as: Graton, Penngrove, Sonoma Valley, Geyserville, Larkfield, Southwest Santa Rosa, West Sebastopol, etc. This category consists of approximately 527 miles (38% of total network) roads, and they are in generally poor condition.

Remaining Roads – This category consists of the remainder of roads functionally classified as Local. These roads would generally be in more rural areas, may often be dead end roads and generally serve relatively few residents. These roads serve the lowest volume of traffic in the County. This category consists of approximately 275 (21% of the total network) of roads and they are in generally poor condition.



### Evaluation Framework

With these broad categories established, staff developed the Roads Evaluation Framework to guide the selection of which roads will be improved. The Evaluation Framework does not prescribe specific roads or set a target, rather it helps ensure an equal distribution of repair work throughout the County while addressing the most critical needs and investing in preservation to ensure the most efficient use of funds. The Roads Evaluation Framework provides information on average daily miles, pavement condition, bike and transit relevance, and Supervisorial District.

The Evaluation Framework is currently completed by showing the number of road miles meeting each evaluative criteria, organized by road category. For example, the Evaluation Framework shows that the County road network contains 356 road miles, of which all have Heavy Daily Travel, 104 miles are in Very Good condition and 252 miles are in Good condition, 267 miles are significant for bike travel, 73 miles are significant for transit, and each Supervisorial District contains varying miles within this category.

Each of these factors would be considered, along with practical considerations such as maintaining traffic circulation in a project area, project lead times for any necessary environmental review or right of way acquisition, the capacity of construction firms and materials, when selecting individual road miles for repair and improvement. The results of this analysis would be compiled on an annual basis within a work plan that Transportation and Public Works staff will then present to the County Administrator and Board of Supervisors.

<b>Road Evaluation Framework - miles within each Long-Term Road Plan Category by attribute</b>							
<b>Road Evaluation Attributes</b>	<b>Federally Eligible Network</b>	<b>Significant Rural Road Network</b>	<b>Local Community/Connector Roads</b>		<b>Remaining Network</b>	<b>Totals</b>	
			<b>Local Community</b>	<b>Connectors</b>			
<b>Total Miles</b>	356	225	196	331	275		<b>1383</b>
<b>Average Daily Vehicles</b>							
Heavy 4000 ADT	356						356
Medium 800 ADT		225	196	331			752
Light < 200					275		275
							<b>1383</b>
<b>Average Pavement Condition*</b>							
Very Good PCI+70**	104	46					150
Good 50-69	252						252
Poor 25-49		179	196	331	275		981
Very Poor <25							<b>1383</b>
<b>Bike Plan Roads</b> (in unincorporated area)	267	127	22	29	5		<b>450</b>
<b>Transit Routes Miles</b> (in unincorporated area)	73	7	14	6	1		<b>101</b>
<b>Supervisorial District</b>							
1	58	62	58	29	59		266
2	75	35	42	44	33		229
3	11	0	6	0	4		21
4	74	51	35	70	97		327
5	138	77	56	188	81		540
							<b>1383</b>

\* Pavement condition, except for those improved to Very Good, is an average for all roads in the category based on current data.  
 \*\* Road Repair Completed summer '13 and to be completed summer '14 and '15

## Financing Options for Road Network Improvements

County staff assessed the viability of all available revenue options. Each option is summarized below along with expected revenue estimates when known. Several options provide one-time funding, while others present ongoing revenue streams. Many of the ongoing revenue options require voter approval, and in some cases require actions from other jurisdictions.

- a) Amend reserve policy for the General Fund Tax Loss Reserve Fund (“Teeter”): \$7.6 Million one-time.

These funds are generated when payments are made to reimburse the County for forwarding full tax revenues each year to schools, cities, special districts, and other taxing agencies on delinquent properties. State law requires the County to retain penalty and interest monies from these delinquent collections equal to at least 1% of the tax levy in order to protect for uncollectible delinquencies. Since adoption of the enabling legislation in the 1993 the County has very conservatively budgeted an annual amount of revenue from this source to offset program costs and allowed the remainder to accumulate in the Tax Loss Reserve above the 1% tax levy requirement. In 2008, the Board recognized the increase of activity in this fund and directed that staff develop a policy for its potential use. The subsequent policy increased the set aside to 2% of the tax levy for additional protection against failure to collect against delinquent properties. Current Board adopted policy with respect to these funds reads: “The Tax Loss Reserve Fund (TLRF) shall maintain as a restricted reserve an amount equal to 2% of the levy. The County Administrator in conjunction with the Auditor-Controller-Treasurer-Tax Collector may recommend the use of funds in excess of the established reserve to the Board of Supervisors for the purpose of balancing the budget.” Amending the policy to set the reserve at 1%, would provide \$7.6 million of one-time funding for road improvements.

- b) Transient Occupancy Tax (TOT) Increase; Additional Revenue per 1% increase: \$900K - \$1.1 Million per year.

The TOT (Hotel, Motel, Campground or Bed Tax) is authorized under State Revenue and Taxation Code Section 7280, as an additional source of non-property tax revenue to local government. This tax is levied in Sonoma County at a rate of 9% for accommodations at lodging and camping facilities in the unincorporated areas of the County. The County’s TOT is a general tax and as such the use of the funds is discretionary, in that the Board of Supervisors may direct use of these funds for any legitimate county expense. Other jurisdictions such as Napa County, City of Healdsburg and the City of Rohnert Park have established a TOT of 12%. Each percentage increase in County TOT would raise about \$900K- \$1.1 million annually. A three percent increase would provide about \$2.7-\$3.3 Million annually. If the increased TOT revenues were to be specifically dedicated to roads, then the increment would be considered a special tax requiring a 2/3 voter approval.

- c) Local Transaction and Use (Sales) Tax Increase; Additional Revenue: \$20 Million per year.

Sales taxes are imposed on the retail sale or the use of tangible personal property in this state. The State maximum allowable combined local sales tax imposed in a County can be no greater than 2%. The highest current combined sales tax rate in any Sonoma County jurisdiction is 1.75% which allows for an additional 0.25% increase within the County which includes each of the jurisdictions therein. Any increase of more than 0.25% will require legislative approval to increase the cap on Sales Tax rates.

A general sales tax, which must allow for the revenue to be spent on any government purpose, would require a 50% voter-approval, whereas a special sales tax, which could limit the use of the revenue to road maintenance, would require a 2/3 voter-approval. A Sales Tax increase of 0.25% would generate \$20 Million total revenue annually countywide. A special tax could include in its expenditure plan that the revenue is to be split amongst the County and the incorporated cities using an allocation formula using 50% population and 50% road miles (as is used by SCTA for the local roads formula).The County's share under this formula would be \$8.75 Million. A general tax could not state that the revenue is to be shared among the County and the cities, nor could it use the SCTA's allocation formula. An advisory measure placed on the same ballot as the general tax could request that the voters express their desire for the revenue to be shared with the cities using SCTA's formula.

Another difference between the types of tax measures is the ability to bond against those revenues. The ability to bond would provide the County and each of the cities the option of advance money needed for significant, discrete capital projects. To bond with a general sales tax measure, the Board would have to either issue Certificates of Participation (COP), using essential county facilities as security, or seek two-thirds voter approval for a General Obligation bond. A special sales tax measure would contain bonding authority within the measure which would allow the County and the cities the ability to issue bonds against those revenues without another separate vote. However, bonding would introduce financing costs over the life of the measure, reducing the amount of funds available for projects by \$20-\$70 million in the long-term depending on the bonding scenarios.

- d) Extension of SCTA's Measure M; Additional Revenue: Unknown.

The voters in Sonoma County approved the Measure M local transportation sales tax of ¼ cent in November 2004 and will expire in 2025. The sales tax was to be used for regional transportation projects, local transportation projects and local streets and roads maintenance over a 20 year period, with 20% of the funds dedicated to local

streets and roads maintenance. The County received an estimated \$1.8 Million in FY 13/14 for local road maintenance. Extending the ¼ cent sales tax an additional 20 years could provide additional funds that could be used for pavement preservation activities, depending on how much SCTA might allocate to local road maintenance. This would require action by SCTA and cooperation from the cities.

e) Utility Users Tax (UUT); Additional Revenue: \$3.4 Million per year.

A UUT is a tax that can be levied on gas, electric, telephone, water and cable TV. The UUT can be in the form of a General Tax, requiring a 50% voter-approval or a specific tax dedicating the funds specifically to roads which requires 2/3's voter approval. A UUT has been enacted in many cities throughout California but has only been enacted within three counties – Alameda, Los Angeles and Sacramento. Assuming a 6.5% UUT, (this percentage is based upon the amount used by other government entities in the Bay Area) the annual revenue raised would be \$3.4 Million annually. This tax would only be applicable to residents of the unincorporated areas of the county.

f) CSA Zones of Benefit; Additional Revenue: Unknown

CSA 41 encompasses the entire unincorporated County. Road maintenance is an identified allowable service within the service area. Benefit zones may need to be developed within the CSA 41 boundaries for purposes of taxation or assessment rates. A special tax could be levied for road maintenance purposes which would require 2/3 voter approval within a benefit zone. Another CSA option could be to levy assessments on real property within the benefit zone based upon the special benefit each parcel would receive from the road maintenance services financed. This funding source exposes the County to potential legal challenges due to Proposition 218 requirements.

g) Excise (Gas) Tax Increase; Additional Revenue: \$0.10/gallon would generate \$4.5 Million per year.

An excise tax is a tax for each gallon of gas sold within the jurisdiction. Currently, the Federal excise tax is 18.4 cents/gallon of gasoline and 24.4 cents/gallon of diesel. The State excise tax is 36 cents/gallon of gasoline or diesel. California Law allows Counties to impose an excise tax on motor fuel in increments of \$0.01, provided that the majority of the city councils with a majority of the population in the incorporated county also approve the proposition to be put before the voters and approve a written agreement with the County with respect to the allocation of the revenues and provided that the tax is approved by the voters by a 2/3<sup>rd</sup>'s vote. The statute allowing for a countywide gas tax is virtually unknown, and we have found no county that has attempted to impose such a tax. Further research is required to confirm that

there are not statutory obstacles to a county's authority to impose a gas tax. The Metropolitan Transportation Commission (MTC) also has the authority to enact an excise tax of up to \$0.10/gallon. If MTC were to request voter approval for an excise tax, each of the 9 counties in the region could opt out of the election. The County is continuing efforts to lobby for more equitable distribution of the state and federal excise taxes. Given the time constraints this option is not available for the November 2014 ballot.

h) Special Road Maintenance District; Additional Revenue: Unknown

The California Streets and Highways Code Section 1550 et seq. allows Counties to form special road maintenance districts in unincorporated areas of a county wholly outside of incorporated cities and levy special taxes for road and highway purposes when, in the opinion of the Board of Supervisors, additional road funds are necessary to properly maintain highways and roads in specific unincorporated areas of the county. This option requires formation of special districts and a 2/3 vote of qualified voters to establish a special tax. The advantage of Special Maintenance Districts, as compared to special assessment districts or CSA Zones of Benefits, is that no finding of special benefit is needed to levy a special tax in a Special Road Maintenance District. The funds raised from such a special tax may be used for broad purposes (road and highway purposes arguably includes purchase, constructions, expansion, improvement, maintenance, or rehabilitation), and, subject to the standard 2/3 voter-approval requirement, the special tax can be levied in an amount necessary to cover annual maintenance costs. However, this option does not permit bonding, thereby limiting revenue to that received in a given fiscal year. Additionally, it would be necessary to create multiple districts, and the revenue raised by any approved special tax could only be used within the district where the tax is levied.

i) Vehicle License Fees; Additional revenue: \$5 Million per year.

Counties have the authority to increase the Vehicle License fee by \$10/year/vehicle, with the approval of 2/3 of the voters. In 2010, SCTA placed a VLF measure on the ballot (60% transit, 23% road infrastructure, and 12% Safe Routes to School), and the measure only received 42% of the vote. After that time, the threshold was increased to 2/3 approval. Estimated annual revenue would be \$5 Million. This revenue source would be stable, but not increase with the cost of maintaining roads.

j) AB1600 Traffic Mitigation Fees; Additional Revenue: Unknown.

Sonoma County collects Development Impact Fees for traffic mitigation purposes. These fees are held in trust funds and must be used for capacity increasing projects to address congestion issues caused by development activities. The estimated fund

balance for the countywide traffic mitigation fee account as of 6/30/14 is \$3.3 million.

k) Business license tax; Additional Revenue: Unknown.

A business license tax could be assessed on certain business types, or all businesses within the unincorporated areas of the county. This tax could be either a general tax (50% voter approval) or a specific tax (2/3 voter approval).

## **Financing for the County Road Network**

### Existing Investments in Roads

On an annual basis, the County invests significant resources in its transportation network. In FY 14-15, the County's budget includes \$53.4 Million in expenditures. This funding comes from a mix of Federal, State, and local sources, and is summarized in Table 2 below.

The table shows the Corrective Maintenance, Pavement Preservation, Administration, and Capital Projects expenditures detailed by financing source for the last 3 years, the current budget and a preliminary projection of FY 15-16 should the Financing Plan and recommended tax measure be adopted.

The financing sources have been broken out to show the County General Fund contributions to each of the expenditure types as well as other key financing sources like, federal monies, state monies (primarily gas taxes), the contributions from the County's Revitalization and Reinvestment funds and Refuse Franchise fees (which are actually both County General Fund sources) and various other funds.

<b>Roads Expenditures by Financing Source</b>						
		<b>Adj Actuals</b>	<b>Adj Actuals</b>	<b>Adj Est Actuals</b>	<b>Adj Budget</b>	<b>Est Budget</b>
<b>Road Division Expenditures/Financing sources</b>		<b>FY 11/12</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>FY 14/15</b>	<b>FY 15/16</b>
<b>Maintenance</b>		<b>17,288,254</b>	<b>16,887,310</b>	<b>18,743,281</b>	<b>19,697,255</b>	<b>19,400,000</b>
	General Fund	4,300,000	4,400,000	4,400,000	5,400,000	5,400,000
	GF Franchise Fees	843,000	-	-	-	-
	Federal	679,206	13,569	409,468	-	-
	State	12,178,839	9,343,511	14,466,808	11,925,954	12,000,000
	Other	1,981,879	2,260,063	2,358,822	2,001,387	2,000,000
	Use/(Accrual) of Road Fund Balance	(2,694,670)	870,167	(2,891,816)	369,914	-
<b>Pavement Preservation</b>		<b>1,800,000</b>	<b>12,000,000</b>	<b>12,000,000</b>	<b>12,000,000</b>	<b>20,600,000</b>
	General Fund	-	8,000,000	8,000,000	3,500,000	8,000,000
	GF Franchise Fees	-	2,200,000	2,200,000	2,200,000	2,200,000
	Federal (Average)	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000
	Road Fund Balance	-	-	-	4,500,000	-
	New Sales Tax revenues	-	-	-	-	8,600,000
<b>Subtotal Corrective Maintenance &amp; Pavement Preservation</b>		<b>19,088,254</b>	<b>28,887,310</b>	<b>30,743,281</b>	<b>31,697,255</b>	<b>40,000,000</b>
<b>Administration</b>		<b>5,748,957</b>	<b>6,619,251</b>	<b>5,933,553</b>	<b>6,501,966</b>	<b>6,235,000</b>
	General Fund	875,000	1,000,000	650,000	785,000	785,000
	Federal	293,958	345,592	65,481	50,000	50,000
	State	3,720,126	3,487,979	4,850,284	3,391,204	3,400,000
	Other	2,522,569	2,062,137	2,057,532	1,977,346	2,000,000
	Use/(Accrual) of Road Fund Balance	(1,662,695)	(276,458)	(1,689,744)	298,416	-
<b>Capital/Other</b>		<b>10,972,677</b>	<b>11,326,887</b>	<b>26,521,647</b>	<b>15,273,737</b>	<b>12,600,000</b>
	Federal	2,104,548	2,040,235	6,246,336	3,463,706	3,500,000
	State	2,027,380	3,627,128	3,019,827	100,000	100,000
	R & R	-	450,000	599,916	4,100,000	-
	Other	8,120,927	6,893,493	12,982,800	9,332,407	9,000,000
	Use/(Accrual) of Road Fund Balance	(1,280,178)	(1,683,968)	3,672,768	(1,722,376)	-
<b>Total Expenditures/Financing Sources</b>		<b>35,809,889</b>	<b>46,833,447</b>	<b>63,198,481</b>	<b>53,472,958</b>	<b>58,835,000</b>
	General Fund	5,175,000	13,400,000	13,050,000	9,685,000	14,185,000
	GF Franchise Fees	843,000	2,200,000	2,200,000	2,200,000	2,200,000
	Federal	4,877,712	4,199,396	8,521,285	5,313,706	5,350,000
	State	17,926,345	16,458,617	22,336,918	15,417,158	15,500,000
	R & R	-	450,000	599,916	4,100,000	-
	Other	12,625,375	11,215,692	17,399,154	13,311,140	13,000,000
	New Sales Tax revenues	-	-	-	-	8,600,000
	Use/(Accrual) of Road Fund Balance	(5,637,543)	(1,090,259)	(908,793)	3,445,954	-



Within this context, the Roads Ad-Hoc has set the goal for Pavement Preservation to reach \$20 million, within a total investment of \$40 million in County Roads. In FY 12-13 through 14-15, Pavement Preservation has held steady at \$12 million. It is important to note that \$8.0 million in FY 12-13 and 13-14 within Pavement Preservation was provided by one-time funding sources, and in FY 14-15 one-time Departmental Road Fund Balance of \$4.5 Million was used. To continue this level of support, an ongoing commitment of General Fund resources will need to be made. Thus in order to achieve the goal of providing \$20 million per year for rehabilitation and pavement preservation on existing roads for the next 10 years, the County must not only continue the \$8.0 million from an on-going source but also find another on-going source of an additional \$8.0 million annually.

#### Enhanced General Fund Investment

This financing plan dedicates an ongoing commitment of \$8 million annually, and recommends using a combination of growth in ongoing discretionary revenue sources and one-time sources to achieve that level of investment in the near term. Within 5 years, it is anticipated that the \$8 million annual commitment will be comprised in total of ongoing discretionary revenue, and one-time sources of funding will no longer be required.

#### Transaction and Use Tax

The revenue of the general tax must be available for all government purposes, and the revenue should be placed in the County's General Fund. The general tax cannot specify that the revenue is to be spent on any specific purpose. However, an Advisory Measure can serve as a guideline for your Board's and future Boards' use of the general tax revenue. The Advisory Measure, discussed in greater detail below, is not legally binding; the revenue will still be available for any government purpose.

Total revenue generated from a sales tax is estimated at approximately \$20 million. Based on the guidelines in the Advisory Measure for use of the general tax revenue, funds would be allocated between the County and cities using the local appropriation formula for Measure M. This formula is 50% based on population and 50% based on road miles; the County's share of annual revenue from a ¼% sales tax is approximately \$8.7 Million. The Table below provides the estimated allocation to all jurisdictions.

ATTACHMENT A

<b>Jurisdiction</b>	<b>Population/ Road Mile Share (1)</b>	<b>Estimated Annual Amount - Year 1</b>	<b>Estimated Amount Over 20 Years (2)</b>
Cloverdale	1.54%	\$ 308,612	\$ 8,286,241
Cotati	1.20%	\$ 239,281	\$ 6,424,692
Healdsburg	2.06%	\$ 412,843	\$ 11,084,832
Petaluma	9.50%	\$ 1,899,943	\$ 51,013,473
Rohnert Park	6.00%	\$ 1,200,833	\$ 32,242,369
Santa Rosa	27.41%	\$ 5,481,679	\$ 147,183,082
Sebastopol	1.25%	\$ 249,510	\$ 6,699,348
Sonoma	1.77%	\$ 353,781	\$ 9,499,014
Windsor	4.50%	\$ 899,645	\$ 24,155,479
County of Sonoma	43.77%	\$ 8,753,872	\$ 235,041,469
Admin/Citizen Oversight	1.00%	\$ 200,000	\$ 5,370,000
<b>Totals</b>	<b>100.00%</b>	<b>\$ 20,000,000</b>	<b>\$ 537,000,000</b>

- (1) Formula is 50% population and 50% road miles
- (2) 20-year estimate assumes 3% annual growth annual

Should the Advisory Measure pass, the County intends to enter into an agreement with SCTA to serve as the Administrative and Oversight body for the revenue generated through this measure, and receive up to 1% of the funds for administrative costs, which includes conducting an annual audit, preparing an annual report and preparing a Strategic Plan, and updating the Strategic Plan every five years.

A significant benefit of the approach under a general tax measure is the avoidance of bonding costs. Because bonding specifically against the revenue is not available, the County will avoid substantial financing costs (estimates between \$20-70 million depending on bonding scenario). This frees up annual funds over the life of the measure to invest in projects while still providing sufficient resources through a Pay-Go approach to improve roads in all categories in the County network, starting with bringing 700 miles of road up to good condition in ten years.

### Advisory Measure

Because a General sales tax can be used on any county priority, this financing plan also recommends your Board place an Advisory Measure on the November 4, 2014 ballot. The Advisory Measure states that Sonoma County “will focus its share of funding on roadway improvements as defined in the Long Term Roads Plan adopted by the Board of Supervisors. Each year the Board of Supervisors will commit General Funds to match their share of Sonoma County 2014 Transactions and Use Tax Ordinance funds to complete improvements per the Long-Term Roads Plan. An equitable distribution of improvements will be made throughout the County unincorporated area following a complete streets approach that includes where possible paving, striping, bike lanes, pedestrian access features, signals and timing, signage, and other related features per the County’s adopted plans in order to improve mobility and safety for cars, trucks, bicyclists and pedestrians.” Each city has also provided language specific to their city, which is incorporated in the Advisory Measure.

### **Conclusion**

A well maintained road network is vital to economic development. In particular, investment in road infrastructure promotes a healthy economy by creating well-paying construction and engineering jobs, promoting and supporting tourism and recreation, and providing measures of support for agriculture and the environment.

The poor condition of the Sonoma County road network is decades in the making, and is a function of several critical factors. Among these are declining State and Federal transportation revenues, State funding allocation formulas that disadvantage rural and suburban counties, the recent great recession, and less than adequate local investment in road infrastructure.

In fiscal years 12-13, 13-14, and 14-15 the Board of Supervisors dedicated the highest level of funding for County roads infrastructure in recent history. This investment produced a greater amount of road improvements over the course of three years than had been accomplished in the prior three decades.

This financing plan expands upon this historic level of investment in our County’s road infrastructure by recommending a total \$40 million in annual investment in the County’s Road Network of which \$20 million will be dedicated for pavement preservation. By doing this, the County will be able to bring 700 miles of road, or more than 50% of the road network, up to good condition in 10 years and improve all roads in the County over the course of 20 years.

To reach this level of investment, the County Administrator recommends: the use of ongoing existing revenue at \$23.4 million; increased level of ongoing annual General Fund commitment by \$8 million; Placing a general transactions and use tax on the November 4, 2014 ballot to increasing the Transactions and Use (Sales) tax by ¼% to generation \$8.7 million annually;

## ATTACHMENT A

placing an Advisory Measure on the November 4, 2014 ballot whereby the voters can advise as to the use of the general tax funds for roads maintenance purposes through a majority vote; and developing a contract with the Sonoma County Transportation Authority to serve as the Administrative and Oversight entity for the sales tax revenue.

Resolution No.

Administrative Center  
Santa Rosa, CA 95403

Date: July 29, 2014

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, INTRODUCING,  
READING THE TITLE OF AND WAIVING FURTHER READING OF A PROPOSED ORDINANCE  
IMPOSING A GENERAL TRANSACTIONS AND USE TAX**

**WHEREAS**, an ordinance of the Board of Supervisors of the County of Sonoma, State of California, entitled "An Ordinance of the Board of Supervisors of the County of Sonoma, State of California Imposing a General Transactions and Use Tax to be Administered by the State Board of Equalization" imposing a general transactions and use tax of  $\frac{1}{4}$  of 1 percent (0.25%) has been introduced and the title read; and

**THEREFORE, BE IT RESOLVED**, that further reading of the proposed ordinance is waived.

**BE IT FURTHER RESOLVED**, that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on August 5, 2014, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, CA.

SUPERVISORS:

Gorin:	Zane:	McGuire:	Carrillo:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	

**SO ORDERED**

Resolution No.

Administrative Center  
Santa Rosa, CA 95403

Date: July 29, 2014

**RESOLUTION OF THE BOARD OF SUPERVISORS, COUNTY OF SONOMA, INTRODUCING,  
READING THE TITLE OF AND WAIVING FURTHER READING OF A PROPOSED ORDINANCE  
IMPOSING A TRANSACTIONS AND USE TAX FOR ROADS PURPOSES AND AUTHORIZING THE  
ISSUANCE OF BONDS TO FINANCE PROJECTS**

**WHEREAS**, an ordinance of the Board of Supervisors of the County of Sonoma, State of California, entitled "An Ordinance of the Board of Supervisors of the County of Sonoma, State of California Imposing a Transactions and Use Tax to be Administered by the State Board of Equalization and Authorizing the Issuance of Bonds to Finance Projects" imposing a transactions and use tax of  $\frac{1}{4}$  of 1 percent (0.25%) for roads purposes and authorizing the issuance of bonds to finance projects has been introduced and the title read; and

**THEREFORE, BE IT RESOLVED**, that further reading of the proposed ordinance is waived.

**BE IT FURTHER RESOLVED**, that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on August 5, 2014, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, CA.

SUPERVISORS:

Gorin:	Zane:	McGuire:	Carrillo:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	

**SO ORDERED**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA  
IMPOSING A GENERAL TRANSACTIONS AND USE TAX TO BE  
ADMINISTERED BY THE STATE BOARD OF EQUALIZATION**

Section 1. TITLE. This Ordinance shall be known as the Sonoma County 2014 Transactions and Use Tax Ordinance. This ordinance shall be applicable in the incorporated and unincorporated territory of the County of Sonoma (the "County").

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 3. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285 of Part 1.7 of Division 2 which authorizes the County to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

E. To raise the appropriations limit for the County.

ATTACHMENT D

Section 4. CONTRACT WITH STATE. Prior to the operative date, the County shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Ordinance; provided, that if the County shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of  $\frac{1}{4}$  of 1 percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

Section 6. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

Section 7. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate  $\frac{1}{4}$  of 1 percent (0.25%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 9. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:



ATTACHMENT D

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

ATTACHMENT D

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

## ATTACHMENT D

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

## ATTACHMENT D

Section 12. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. INCREASE OF APPROPRIATIONS LIMIT. The appropriations limit of the County shall be increased by the amount of revenue anticipated to be collected by the County from the transactions and use tax to allow spending of the tax revenue for the period allowed by law.

Section 15. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 16. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of the County transactions and use taxes and shall take effect immediately upon the close of the polls on November 4, 2014, if the measure is approved by a majority of the electors voting on the measure at the election held that day.

Section 17. GENERAL TAX. The tax imposed by this Ordinance is a general tax within the meaning of Article 13 C, Section 1(a) of the California Constitution. The revenue generated by this general tax is available for general governmental purposes. To that end, the Auditor-Controller is instructed to deposit the revenue from the tax into the County General Fund and to include his estimate of the revenue from this general tax, together with his estimates of other revenue sources, in the tabulation that he is annually required to prepare by Government Code Section 29060. The revenue from this general tax shall be available to the Board of Supervisors for annual appropriations in the County's budget for any lawful expenditure. Nothing in this Ordinance nor in any other ordinance, advisory measure, resolution, or policy shall be construed as limiting, in any way, the amount or the objects of the appropriations and expenditures that can be made from the revenue of the tax nor be construed as creating a continuing appropriation.

Section 18. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to the State CEQA Guidelines section 15378(b)(4), adoption of this Ordinance is not a "project" subject to the requirements of CEQA.

ATTACHMENT D

Section 19. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall expire twenty (20) years from the operative date of this Ordinance, unless extended by the voters in the manner set forth in Revenue and Taxation Code Section 7285.

PASSED AND ADOPTED by the Board of Supervisors, County of Sonoma, State of California, on \_\_\_\_\_, by the following vote:

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                      Noes:                      Absent:                      Abstain:

\_\_\_\_\_

Chairperson

Attest:

\_\_\_\_\_

(Signature)

\_\_\_\_\_

Secretary

(Title)

**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE  
BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA  
IMPOSING A TRANSACTIONS AND USE TAX TO BE  
ADMINISTERED BY THE STATE BOARD OF EQUALIZATION AND AUTHORIZING THE ISSUANCE OF  
BONDS TO FINANCE PROJECTS

Section 1. TITLE. This Ordinance shall be known as the Sonoma County Road Safety and Improvement Act. This Ordinance shall be applicable in the incorporated and unincorporated territory of the County of Sonoma (the "County").

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 3. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To establish a local funding source for roadway maintenance and improvement as set out in detail in the expenditure plan (the "Expenditure Plan") adopted as part of this Ordinance.

B. To adopt an Expenditure Plan setting forth goals and objectives for increasing driver, pedestrian, and bicycle safety throughout the County by the improvement and maintenance of local roadways.

C. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax Ordinance which shall be operative if two-thirds (2/3) of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose (the "Election").

D. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

E. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation

ATTACHMENT E

from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

F. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

G. To raise the appropriations limit for the County.

H. To authorize the County's issuance of bonds to finance projects described in the Expenditure Plan.

Section 4. CONTRACT WITH SCTA. Prior to the operative date, the County and the Sonoma County Transportation Authority (the "SCTA") shall enter into a contract for the SCTA to administer the Expenditure Plan.

Section 5. CONTRACT WITH STATE. Prior to the operative date, the County shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this Ordinance; provided, that if the County shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 6. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of  $\frac{1}{4}$  of 1 percent (0.25%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance.

Section 7. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

Section 8. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of  $\frac{1}{4}$  of 1 percent (0.25%) of the sales price of the property. The sales price

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shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 9. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 10. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.



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Section 11. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 12. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.

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5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division

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3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 13. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 14. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 15. ELECTION COSTS. Payment for the costs of the election shall be the responsibility of the County. If the Election is successful, the County shall be reimbursed for the cost of the Election from the proceeds of the tax prior to the first distribution to the SCTA.

Section 16. STATE BOARD OF EQUALIZATION COSTS. Payment for the costs of contracting with the State Board of Equalization for administration of the tax shall be the responsibility of the County. If the Election is successful, the County shall be reimbursed for any fee charged by the State Board of Equalization prior to distribution to the SCTA.

Section 17. INCREASE OF APPROPRIATIONS LIMIT. The appropriations limit of the County shall be increased by the amount of revenue anticipated to be collected by the County as contemplated by the Expenditure Plan to allow spending of the tax for the period allowed by law.

Section 18. ADOPTION OF EXPENDITURE PLAN AND ACCOUNTABILITY FOR EXPENDITURE OF PROCEEDS OF THE TAX. The Board hereby adopts the attached Expenditure Plan, which is incorporated into this Ordinance by reference. After the reimbursement of the County as provided in Section 15 and Section 16, proceeds of the tax imposed by this Ordinance shall be placed in a special account prior to distribution to SCTA, and shall be spent only to implement the projects set forth in the Expenditure Plan, including planning, engineering, environmental review, and construction of such projects.

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Section 19. ESTABLISHMENT OF BONDING AUTHORITY. Pursuant to Government Code Section 55800 et seq. the County is authorized to issue limited tax bonds payable from the tax imposed by this Ordinance for the purposes of advancing the commencement of or expediting the delivery of the projects set forth in the Expenditure Plan. The maximum bonded indebtedness, including issuance costs, interest, reserve requirements, and insurance, shall not exceed the total amount of the proceeds anticipated to be collected by the County as contemplated in the Expenditure Plan. All costs associated with the issuance of such bonds shall be accounted for within the program category in which the bond proceeds are used. The bonds shall be payable solely from the proceeds of the retail transactions and use tax, and may be issued any time before expiration of the tax.

Section 20. CITY BONDING AUTHORITY. It is the intent of this Ordinance that each city to receive funding as described in the Expenditure Plan shall have the option to issue bonds for the purposes of advancing the commencement of or expediting the delivery of the projects set forth for each city in the Expenditure Plan. Each city shall be responsible for taking all actions required to obtain the required authority for any such bond issuance.

Section 21. ANNUAL REPORT. The SCTA shall annually cause to be prepared a report setting forth (a) the amount of funds collected and expended; and (b) the status of any projects authorized to be funded in the Expenditure Plan.

Section 22. COMPLIANCE WITH CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). Pursuant to the State CEQA Guidelines section 15378(b)(4), adoption of this Ordinance and Expenditure Plan is not a "project" subject to the requirements of CEQA. Prior to commencement of any project included in the Expenditure Plan, any necessary environmental review required by CEQA shall be completed. Estimated costs in the Expenditure Plan include the cost of such environmental review.

Section 23. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 24. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of the County transactions and use taxes and shall take effect immediately upon the close of the polls on November 4, 2014, if the measure is approved by two-thirds of the electors voting on the measure at the election held that day.

Section 25. TERMINATION DATE. The authority to levy the tax imposed by this Ordinance shall expire twenty (20) years from the operative date of this Ordinance, unless extended by the voters in the manner set forth in Revenue and Taxation Code Section 7285.5.

..

PASSED AND ADOPTED by the Board of Supervisors, County of Sonoma,  
State of California, on \_\_\_\_\_, by the following vote:

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Gorin:            Zane:            McGuire:        Carrillo:        Rabbitt:

Ayes:            Noes:            Absent:        Abstain:

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Chairperson

Attest:

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(Signature)

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Secretary

(Title)

## EXPENDITURE PLAN

**SONOMA COUNTY ROAD SAFETY AND IMPROVEMENT ACT****EXPENDITURE PLAN****I. Executive Summary**

The Sonoma County Road Safety and Improvement Act will dedicate money from a ¼ cent sales tax to each city and the unincorporated County for the sole purposes of maintaining local streets and roads, filling potholes, support transit service, improving traffic flow, and enhancing safety, as further described in Sections III and IV.

The funding will be distributed directly to each city and the County of Sonoma on a quarterly basis based on a population and road mile formula as described in Table 1.

Table 1

<u>Jurisdiction</u>	<u>Population/ Road Mile Share (1)</u>	<u>Estimated Annual Amount - Year 1</u>	<u>Estimated Amount Over 20 Years (2)</u>
Cloverdale	1.54%	\$ 308,612	\$ 8,286,241
Cotati	1.20%	\$ 239,281	\$ 6,424,692
Healdsburg	2.06%	\$ 412,843	\$ 11,084,832
Petaluma	9.50%	\$ 1,899,943	\$ 51,013,473
Rohnert Park	6.00%	\$ 1,200,833	\$ 32,242,369
Santa Rosa	27.41%	\$ 5,481,679	\$ 147,183,082
Sebastopol	1.25%	\$ 249,510	\$ 6,699,348
Sonoma	1.77%	\$ 353,781	\$ 9,499,014
Windsor	4.50%	\$ 899,645	\$ 24,155,479
County of Sonoma	43.77%	\$ 8,753,872	\$ 235,041,469
Admin/Citizen Oversight	1.00%	\$ 200,000	\$ 5,370,000

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<b>Totals</b>	<b>100.00%</b>	<b>\$ 20,000,000</b>	<b>\$ 537,000,000</b>
(1) Formula is 50% population and 50% road miles			
(2) 20-year estimate assumes 3% annual growth annual			

**II. Oversight and Administration**

The administration of the Sonoma County Road Safety and Improvement Act will be the responsibility of the Sonoma County Transportation Authority (SCTA). The SCTA is comprised of twelve elected officials; a representative from each of the nine cities in Sonoma County and three members of the Sonoma County Board of Supervisors.

The SCTA will be responsible for developing an annual budget and distributing the Sonoma County Road Safety and Improvement Act funds to each jurisdiction. The SCTA will develop the first budget by July 1, 2015.

The SCTA will prepare a Strategic Plan prior to July 1, 2015, which will identify administrative policies and procedures to distribute the funds consistent with the goals and objectives of the Sonoma County Road Safety and Improvement Act Expenditure Plan. The Strategic Plan will be updated at least every five years during the term of the Sonoma County Road Safety and Improvement Act.

The Citizens Advisory Committee established under the original ordinance that created the SCTA will serve as an independent oversight body that will advise the SCTA and the public on the administration of the Sonoma County Road Safety and Improvement Act via an annual audit and annual reports.

**III. Goals and Objectives**

The Sonoma County Road Safety and Improvement Act seeks to provide a stable and secure funding source directly to local governments in order to improve roadways through maintenance, repair, enhancement and safety measures such as re-paving, pothole filling, transit service, bicycle and pedestrian safety and roadway reconstruction.

The goal of the Sonoma County Road Safety and Improvement Act is to increase the Pavement Condition Index to very good in all of the cities and the County. This will improve driver safety, improve bicycle and pedestrian safety and mobility, reduce accidents, improve traffic flow and reduce maintenance costs to cars and trucks.

**IV. How the Funds Will Be Spent**

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Each city and the County will receive funding quarterly. With a stable funding source that cannot be used for other purposes or be taken away by State or Federal governments, the jurisdictions can prepare street and road maintenance and improvement plans based on their highest priority and need. Each entity will be required to provide an annual reporting letter to the SCTA defining how the funds were spent and how they meet the requirements of the Sonoma County Road Safety and Improvement Act.

a. **The County of Sonoma** will focus its share of funding on roadway improvements as defined in the Long-Term Roads Plan adopted by the Board of Supervisors. Each year the Board of Supervisors will commit General Funds to match their share of Sonoma County Road Safety and Improvement Act funds to complete improvements per the Long-Term Roads Plan. An equitable distribution of improvements will be made throughout the County unincorporated area following a complete streets approach that includes where possible paving, striping, bike lanes, pedestrian access features, signals and timing, signage, and other related features per the County's adopted plans in order to improve mobility and safety for cars, trucks, bicyclists and pedestrians.

b. **The City of Cloverdale** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Pavement maintenance projects will be done in accordance with adopted plans, safety considerations, and legal requirements. Bicycle and pedestrian needs will be taken into consideration and included in pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.

c. **The City of Cotati** The City of Cotati will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Projects shall accomplish one or more of the following goals: Improve pavement condition, enhance safety, or improve the flow of traffic. Bicycle and pedestrian needs will be taken into consideration and included in projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.

d. **The City of Healdsburg** will focus its share of funding on local street maintenance, repair and reconstruction in accordance with the City's Pavement Management Plan. This funding will be used in combination with allocations of sales tax revenues generated through Measure V and State Gas Tax Funds. Street projects will be done in accordance with adopted plans, safety considerations, and legal requirements. Bicycle and pedestrian needs will be taken into consideration, including the construction of bicycle lanes and pathways as identified in the City's adopted Bicycle and Pedestrian Master Plan.

e. **The City of Rohnert Park** will focus its share of funding on neighborhood street and road maintenance, in the ongoing implementation of the City's Pavement Management Plan. The



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funding shall be used in combination with the annual allocations from the 2004 Countywide Transportation Sales Tax (Measure M) Local Streets and Roads funds and local Road Refuse Impact Funds. Pavement maintenance projects will be made following a complete streets approach. Appropriate safety measures, including bicycle and pedestrian improvements, will be included in the pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan. Examples of maintenance the City would undertake include work on Commerce Boulevard, Rohnert Park Expressway and Snyder Lane.

f.     **The City of Petaluma** will focus its share of funding on completing un-built portions of the Marin Sonoma Narrows (MSN) Highway 101 High Occupancy Vehicle (HOV) Widening Project through Petaluma from the Hwy 116 connection to just north of the Corona Road Overcrossing. Proposed improvements include; widening in the median to accommodate carpool lanes, widening on- and off- ramps and installing sound walls.

Funding will be used in combination with allocations from the other local and State funding sources that may become available to Caltrans and the SCTA to complete the project. The City of Petaluma will also focus any remaining share of funding on circulation of traffic across Highway 101 and on traffic signal coordination, upgrade, and replacement, to reduce wait times.

g.     **The City of Santa Rosa** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Program. Street and road maintenance projects will be made in accordance with adopted plans, safety considerations and legal requirements. Projects may include asphalt overlays and street reconstruction as well as preventative maintenance treatments such as slurry seals and crack sealing to address pavement deterioration. Per General Plan policy, a complete streets approach will be used to include bicycle and pedestrian facilities in maintenance projects where appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan. Examples of maintenance the City would undertake may include work on Fulton Road, Montgomery Drive, Pacific Avenue, Piner Road and local streets serving neighborhoods in every quadrant of the city. The City may also direct the use of not more than 10% of the annual funding for CityBus transit service and operations and other City projects to expand transportation alternatives that improve traffic flow and mobility.

h.     **The City of Sebastopol** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. The funding will be used in combination with annual General Fund allocations to the City's Special Sales Tax Pavement Reserve, and annual allocations from the 2004 Countywide Transportation Sales Tax (Measure M) Local Streets and Roads funds. Pavement maintenance projects will be made following a complete streets approach. Bicycle and Pedestrian needs and safety

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measures will be taken into consideration and included in pavement maintenance projects where they are appropriate and consistent with the City's adopted Bicycle and Pedestrian Master Plan.

i. **The City of Sonoma** will focus its share of funding on Local Street and Road Maintenance, in the ongoing implementation of the City's Pavement Management Plan. Pavement Maintenance projects will be accomplished in accordance with adopted plans, safety considerations, and legal requirements.

j. **The Town of Windsor** will focus its share of funding, for transportation purposes, on local street and road maintenance, in the on-going implementation of the Town's Pavement Management Program. The funding will be invested in preserving and improving the existing street and road network in Windsor, in combination with the Town's annual General Fund allocations. Projects may include asphalt overlays and street reconstruction as well as preventative maintenance treatments such as slurry seals and crack sealing to address pavement deterioration. Bicycle and pedestrian needs and safety measures will be taken into consideration and included in the pavement maintenance projects where they are appropriate and consistent with the Town's adopted Bicycle and Pedestrian Master Plan.

### V. **Implementation Guidelines**

- A. The duration of the tax will be 20 years, beginning on April 1 2015 and expiring on March 31, 2035.
- B. Environmental reporting, review and approval procedures as provided for under the National Environmental Policy Act, the California Environmental Quality Act, or other applicable laws will be adhered to as a prerequisite to the implementation of any project.
- C. Use of the retail transactions and use tax under this Expenditure Plan will be subject to the following restrictions:
  - 1. The tax proceeds must be spent for the purposes of reimbursing the County for the cost of a successful election and the costs of contracting with the State Board of Equalization and funding the transportation measures as allowed in the Sonoma County Road Safety and Improvement Act and may be not used for other purposes.

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2. The additional funds provided to governmental agencies by the Sonoma County Road Safety and Improvement Act shall not supplant existing local revenues being used for transportation purposes. The SCTA will require that local jurisdictions maintain their existing commitment of local funds each fiscal year for transportation purposes or face penalties. A fiscal year is defined as July 1 through June 30. For this determination the existing commitment shall be the average of contributions from discretionary sources from FY11/12 through FY13/14 for transportation purposes. Documentation showing the contributions from discretionary sources for transportation purposes shall be provided to SCTA by each jurisdiction no later than February 15, starting in February 2016. This is to allow agency audits to be completed prior to submittal. After submittal the SCTA will report to the public how each jurisdiction has met the maintenance of effort requirement.
  3. The SCTA is charged with a fiduciary duty in administering the tax proceeds in accordance with the applicable laws and this Sonoma County Road Safety and Improvement Act. Receipt of tax proceeds may be subject to appropriate terms and conditions as determined by the SCTA in its reasonable discretion, including, but not limited to, the right to require recipients to execute funding agreements and the right to audit recipients' use of the tax proceeds.
- D. Actual tax proceeds may be higher or lower than estimated in this Sonoma County Road Safety and Improvement Act over the 20-year term. The Sonoma County Road Safety and Improvement Act expenditure plan is based on the percentage distributions to each jurisdiction and the dollar values included are estimates only. Actual tax proceeds will be programmed annually in accordance with the percentage distributions in this Expenditure Plan.
- E. The County of Sonoma is authorized to bond for the purposes of advancing the commencement of or expediting the delivery of transportation programs or projects. The County of Sonoma may issue limited tax bonds, from time to time, to finance any program or project in the Sonoma County Road Safety and Improvement Act as allowed by applicable law and as approved by the SCTA, and the maximum bonded indebtedness shall not exceed the total amount of proceeds anticipated to be collected by the County from this retail transactions and use tax, estimated to be \$235,041,469 in 2014 dollars. All costs associated with the issuance of bonds, including debt service payments, issuance costs, interest, reserve requirements, and insurance shall be accounted for

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within that program category in which the bond proceeds were used. Such bonds will be payable solely from the proceeds of the retail transactions and use tax and may be issued any time before expiration of the tax.

- F. It is the intent of this Expenditure Plan that each City will have the option to issue bonds for the purposes of advancing the commencement of or expediting the delivery of the projects set forth for each City as described herein. Each City is responsible for taking all actions required to obtain the required authority for any such bond issuance.

**SUMMARY OF PROPOSED ORDINANCES AND  
NOTICE OF PUBLIC HEARING  
SONOMA COUNTY BOARD OF SUPERVISORS  
ADOPTION OF GENERAL OR SPECIAL TAX SUBJECT TO VOTER APPROVAL**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (“Board”) of the County of Sonoma (“County”) will hold a public hearing on Tuesday, July 29, 2014, at 10:00 am, or as soon thereafter as this matter may be heard, in the hearing room at the Board of Supervisors, located at 575 Administration Drive, Room 102A, Santa Rosa, California, to consider whether to adopt one of two ordinances: (1) an ordinance imposing a general countywide transactions and use tax, or (2) an ordinance, called the Sonoma County Road Safety and Improvement Act, imposing a special countywide transactions and use tax to fund road maintenance in the County. After considering public comments, the Board will decide whether to impose a tax, and whether the tax should be a general tax (available for any purpose) or a special tax, available only for the purposes listed in the ordinance.

The taxes proposed in each ordinance would be a quarter-cent transactions and use tax imposed for twenty (20) years on retail sales in the County, beginning April 1, 2015. The tax would be collected in the same manner as sales tax is currently collected. Each ordinance is in a form provided by the State Board of Equalization to ensure it includes all of the necessary procedural requirements and exemptions and exclusions from the tax.

The proposed general tax ordinance imposes a general tax within the meaning of Article XIII C, §1(a) of the California Constitution, with the revenue generated by the tax available for general governmental purposes. The ordinance provides, upon approval by the majority of the Sonoma County electorate pursuant to Article 13 C, §2(b) of the California Constitution, for the imposition of a general retail transactions and use tax at a rate of one-quarter of one percent in accordance with Revenue and Taxation Code section 7285. If the Board adopts this ordinance, it will be placed on the ballot at the November 4, 2014 election and will become effective if it is approved by a majority of the voters voting on the measure. The Board will also consider placing an advisory measure on the ballot at the November 4, 2014 election for consideration by the people advising on the use of any new voter-approved transactions and use tax revenues for improving roadways through maintenance, repair, enhancement and safety measures such as re-paving, pothole filling, transit service, bicycle and pedestrian safety and roadway reconstruction.

The proposed special tax ordinance, the Sonoma County Road Safety and Improvement Act, imposes a special tax within the meaning of Article XIII C, §1(d) of the California Constitution, with the revenue generated by the tax to be spent only for the specific purpose of improving roadways through maintenance, repair, enhancement and safety measures such as re-paving, pothole filling, transit service, bicycle and pedestrian

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safety and roadway reconstruction. The ordinance provides, upon approval by two-thirds of the Sonoma County electorate pursuant to Article 13 C, §2(d) of the California Constitution, for the imposition of a special retail transactions and use tax at a rate of one-quarter of one percent in accordance with Revenue and Taxation Code section 7285.5. If the Board adopts this ordinance, it will be placed on the ballot at the November 4, 2014 election and will become effective if it is approved by two-thirds of the voters voting on the measure.

As part of the approval process for the proposed Sonoma County Road Safety and Improvement Act, the Board must approve an Expenditure Plan for the revenue. A draft Expenditure Plan is attached to the proposed special tax ordinance. The revenue from the tax can be spent only on projects and goals listed in the Expenditure Plan. The Expenditure Plan sets out a detailed description of these projects and goals, which can be summarized as providing for the following:

1. The available funding will be distributed between the County and each incorporated city on a quarterly basis based on a population and road mile formula.
2. The Sonoma County Transportation Authority (the "SCTA") will be responsible for the administration of the tax. The SCTA will distribute the funds to each jurisdiction and will develop an annual budget. The SCTA's Citizens Advisory Committee will serve as an independent oversight body that will advise the SCTA and the public on the administration of the tax via an annual audit and annual reports.
3. The tax seeks to provide a stable and secure funding source directly to local governments to improve roadways through maintenance, repair, enhancement and safety measures such as re-paving, pothole filling, transit service, bicycle and pedestrian safety and roadway reconstruction.
4. The goal of the tax is to increase the Pavement Condition Index to very good in all of the cities and the County. This will improve driver safety, improve bicycle and pedestrian safety and mobility, reduce accidents, improve traffic flow and reduce maintenance costs to cars and trucks.
5. Each jurisdiction will prepare street and road maintenance and improvement plans based on their highest priority and need. Each jurisdiction will be required to annually report to the SCTA defining how its funds were spent and how it met the requirements of the tax.

Copies of the two proposed ordinances and the Expenditure Plan are available at the County Administrator's Office, located at 575 Administration Drive, Suite 104A, Santa Rosa, California and are also available on-line at [www.sonoma-county.org](http://www.sonoma-county.org).

ALL INTERESTED PERSONS ARE HEREBY INVITED TO BE PRESENT AND HEARD ON THE PROPOSED ORDINANCE.

ATTACHMENT F

By: \_\_\_\_\_



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 28  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisorial District(s):**

Fourth Supervisorial District

**Title:** Fitch Mountain Water District Financing.

### **Recommended Actions:**

That the Board hold a public hearing on the annual written report for CSA No. 41 Fitch Mountain Zone of Benefit and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$118,412 for Fiscal Year 2014-2015.

### **Executive Summary:**

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for the loan used for water system improvements be collected on the County of Sonoma tax roll for the total amount of \$118,412 for Fiscal Year 2014-2015. There are no changes in the per parcel loan repayment charges associated with this action.

On February 9, 1988, the Board of Supervisors authorized the Director of Transportation and Public Works to execute the 30-year agreement with the California State Department of Water Resources to cover the costs of acquiring and rehabilitating the water system that serves the Fitch Mountain Water District. The annual charge for repayment of this loan is \$323 per ESD (equivalent single family dwelling unit). Staff anticipates that this loan will be paid off in Fiscal Year 2016-17.

The total annual charge to be collected on each parcel is detailed on the attached written report. Annual charges are budgeted in the approved Fiscal Year 14-15 budget for the Fitch Mountain Water District debt service index (624718).

Notice of a Public Hearing was published once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Fitch Mountain Water District. This item has been approved as to form by County Counsel.



<b>Prior Board Actions:</b>			
02/09/88: Board directed the Director of the DTPW to execute a 30-year agreement with the California State Department of Water Resources.			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Annual charge for system wide improvements made to provide drinking water to the Fitch Mountain Water District community that meets the State of California safe drinking water standards.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 118,412		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 118,412
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 118,412</b>	<b>Total Sources</b>	<b>\$ 118,412</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Charge Levy Resolution; Written Report.			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Map of the Fitch Mountain Water District.			



County of Sonoma  
State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Levying An Annual Water Charge For Fiscal Year 2014-15 Pursuant to CSA No. 41 Fitch  
Mountain Zone of Benefit (Formerly Known As CSA #34) And Ordering The Annual Water  
Charge To Be Collected On The County Of Sonoma Tax Roll.**

**Whereas**, pursuant to the provisions of Ordinance No. 4023, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Whereas**, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the County Clerk. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2014-15, in conformity with Ordinance No. 4023, as amended.

**Whereas**, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2014-15 and heard and considered all objections and protests thereto.

**Whereas**, no majority protest against the Written Report exists, as determine in accordance with Section 5473.2 of the Code.

**Now, Therefore, Be It Resolved** the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

**Be It Further Resolved** the Board of Supervisors hereby levies the Charge for Fiscal Year 2014-15 in the amount set forth in the Written Report.

Resolution #

Date:

Page 2

**Be It Further Resolved** the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2014 and ending June 30, 2015.

**Be It Further Resolved** the Charge shall be collected for Fiscal Year 2014-15 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Be It Further Resolved** the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

**Be It Further Resolved** the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

**Be It Further Resolved** this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS TWENTY-NINTH DAY OF JULY 2014.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS  
FITCH MOUNTAIN WATER DISTRICT USER INVENTORY (Tax Code 72200)  
FISCAL YEAR 2014-2015

Assessment	Loan Repayment Charge
087041003000	323.00
087041004000	323.00
087041006000	323.00
087041007000	323.00
087041008000	323.00
087041009000	323.00
087041010000	323.00
087041016000	323.00
087041017000	323.00
087041018000	323.00
087041019000	323.00
087041022000	323.00
087041023000	323.00
087041024000	323.00
087041026000	323.00
087043001000	323.00
087043002000	323.00
087043003000	323.00
087043004000	323.00
087043007000	323.00
087043008000	323.00
087043009000	323.00
087043012000	323.00
087043013000	323.00
087043014000	323.00
087043015000	323.00
087043016000	323.00
087043017000	323.00
087043018000	323.00
087043019000	323.00
087043020000	323.00
087043021000	323.00
087043022000	323.00
087043023000	323.00
087043025000	323.00
087043031000	323.00
087043036000	258.40
087043039000	323.00
087043041000	516.80
087043042000	323.00
087043043000	323.00
087043044000	323.00
087044004000	323.00

087044006000	323.00
087044010000	323.00
087044011000	323.00
087044012000	323.00
087044026000	323.00
087044029000	323.00
087044030000	323.00
087044031000	323.00
087044033000	323.00
087044039000	323.00
087044040000	323.00
087044041000	323.00
087051002000	323.00
087051003000	323.00
087051004000	323.00
087051005000	323.00
087051006000	323.00
087051007000	323.00
087051010000	323.00
087051011000	323.00
087051012000	323.00
087051013000	323.00
087051014000	323.00
087051016000	323.00
087051017000	323.00
087051025000	323.00
087051026000	323.00
087051028000	323.00
087051029000	323.00
087052001000	323.00
087052002000	323.00
087052003000	323.00
087052004000	323.00
087052005000	323.00
087052006000	323.00
087052007000	323.00
087052008000	323.00
087052009000	323.00
087052010000	323.00
087052011000	323.00
087052012000	323.00
087053001000	323.00
087053008000	323.00
087053010000	323.00
087053011000	323.00
087053018000	323.00
087061004000	323.00
087061006000	516.80
087061007000	323.00

087061009000	323.00
087061010000	323.00
087061012000	323.00
087061022000	323.00
087061027000	323.00
087061028000	323.00
087061031000	323.00
087061037000	323.00
087061038000	323.00
087062008000	323.00
087062010000	323.00
087062020000	323.00
087062032000	323.00
087062043000	323.00
087062056000	323.00
087062058000	323.00
087062060000	323.00
087064005000	323.00
087064010000	323.00
087065004000	323.00
087065011000	323.00
087065013000	323.00
087065021000	323.00
087065023000	323.00
087065024000	323.00
087091002000	323.00
087091003000	323.00
087091004000	323.00
087091005000	323.00
087091006000	323.00
087091007000	323.00
087091008000	516.80
087091009000	516.80
087091010000	323.00
087091011000	323.00
087091012000	323.00
087091013000	323.00
087091014000	323.00
087091015000	323.00
087091016000	323.00
087091017000	323.00
087091018000	323.00
087092003000	323.00
087092004000	323.00
087092005000	323.00
087093002000	323.00
087093003000	516.80
087093004000	323.00
087093007000	323.00

087093008000	323.00
087093010000	323.00
087093016000	323.00
087093017000	516.80
087093021000	323.00
087093028000	323.00
087093029000	323.00
087094005000	323.00
087094008000	323.00
087094010000	323.00
087094016000	323.00
087094017000	323.00
087094019000	323.00
087094021000	323.00
087094025000	323.00
087094026000	323.00
087101002000	323.00
087101003000	323.00
087101004000	323.00
087101006000	323.00
087101009000	323.00
087101011000	323.00
087101012000	323.00
087101013000	323.00
087101014000	323.00
087101018000	323.00
087101019000	323.00
087101020000	323.00
087102001000	323.00
087102002000	323.00
087102003000	323.00
087102004000	323.00
087103001000	323.00
087103003000	323.00
087104001000	323.00
087104002000	323.00
087104003000	323.00
087104006000	516.80
087104009000	323.00
087104013000	323.00
087104014000	323.00
087110002000	323.00
087140009000	323.00
087140010000	323.00
087140011000	323.00
087140014000	323.00
087140015000	323.00
087140017000	323.00
087140018000	323.00

087140019000	323.00
087140020000	323.00
087140021000	323.00
087140022000	323.00
087171002000	323.00
087171004000	323.00
087171006000	323.00
087171007000	323.00
087171008000	323.00
087171009000	323.00
087171010000	323.00
087171011000	323.00
087171016000	323.00
087171017000	323.00
087171018000	323.00
087171027000	323.00
087172003000	516.80
087172004000	323.00
087172005000	323.00
087172007000	323.00
087172008000	323.00
087172009000	323.00
087172011000	323.00
087172012000	323.00
087172016000	323.00
087173002000	323.00
087173006000	323.00
087173007000	323.00
087173009000	323.00
087173012000	323.00
087173013000	323.00
087173015000	323.00
087173016000	323.00
087173017000	323.00
087173020000	323.00
087173022000	323.00
087173023000	323.00
087173029000	323.00
087173030000	516.80
087173031000	323.00
087173033000	323.00
087173034000	323.00
087173035000	323.00
087173037000	323.00
087173040000	323.00
087173041000	323.00
087173042000	323.00
087174005000	323.00
087174007000	323.00



087174008000	323.00
087174009000	323.00
087174011000	323.00
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087175007000	323.00
087175008000	323.00
087175009000	323.00
087175011000	323.00
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087175015000	323.00
087175016000	1,098.20
087175017000	581.40
087175018000	323.00
087175027000	323.00
087175028000	323.00
087175029000	323.00
087181019000	323.00
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087182006000	323.00
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087183002000	323.00
087183003000	323.00
087183005000	323.00
087183010000	323.00
087184014000	323.00
087184018000	323.00
087184026000	323.00
087184027000	323.00
087184028000	323.00
087185005000	323.00
087185006000	323.00
087191001000	323.00
087191015000	323.00
087191024000	323.00
087191030000	323.00
087191031000	323.00
087192001000	323.00
087192003000	323.00
087192017000	323.00
087192031000	323.00
087193015000	323.00
087193016000	323.00
087201007000	323.00
087201009000	323.00
087201010000	516.80
087201013000	323.00
087201018000	323.00
087202001000	516.80

087202006000	323.00
087202007000	323.00
087202011000	323.00
087202018000	323.00
087202020000	323.00
087202022000	323.00
087202023000	516.80
087211001000	323.00
087211018000	323.00
087211019000	323.00
087211020000	323.00
087211021000	323.00
087212003000	323.00
087212004000	323.00
087213001000	323.00
087213002000	323.00
087213003000	323.00
087213004000	323.00
087213005000	323.00
087213007000	323.00
087213008000	323.00
087213009000	323.00
087213011000	323.00
087213012000	323.00
087213013000	323.00
087213014000	323.00
087220003000	323.00
087220005000	323.00
087220007000	323.00
087220010000	323.00
087220011000	323.00
087220012000	323.00
087220016000	323.00
087220018000	323.00
087220019000	323.00
087220020000	323.00
087220021000	323.00
087220022000	323.00
087220027000	323.00
087220029000	323.00
087220031000	323.00
087220034000	323.00
087220035000	323.00
087220037000	323.00
087220038000	323.00
087220039000	323.00
087232001000	323.00
087232002000	323.00
087232003000	323.00

087232005000	323.00
087232006000	323.00
087232007000	323.00
087232012000	323.00
087232015000	323.00
087232017000	323.00
087232024000	323.00
087232029000	323.00
087232030000	323.00
087232036000	323.00
087232038000	323.00
087232039000	323.00
087234026000	323.00
088130006000	323.00
088130013000	646.00
088130016000	323.00
	<hr/>
	118,411.80



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 29  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisorial District(s):**

Fifth Supervisorial District

**Title:** Salmon Creek Water District Financing.

### **Recommended Actions:**

That the Board hold a public hearing on the annual written report for CSA No. 41 Salmon Creek Zone of Benefit and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$43,622.38 for Fiscal Year 2014-2015.

### **Executive Summary:**

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for the United States Department of Agriculture (U.S.D.A.) loan used for the recently-completed water system improvements be collected on the County of Sonoma tax roll for the total amount of \$43,622.38 for Fiscal Year 2014-2015. The total annual charge for FY 14-15 was approved by the Board's adoption of Ordinance No. 6038 on June 4, 2013.

On July 30, 2013 the Board provided for the incurrence of indebtedness and the Sonoma County Public Finance Authority provided for the sale and issuance of water revenue bonds representing two loans in the amount of \$792,000 and \$191,000 from the U.S.D.A. for the system-wide improvements ("Project"). U.S.D.A. provided the second loan after notification that the proposals received for construction of the Project were all higher than the engineer's estimate. The final payment for this loan will be made in Fiscal Year 2053-2054. In addition to the loans, the U.S.D.A. obligated \$735,000 in grant funding for the Project.

The total annual charge to be collected on each parcel is detailed on the attached written report. Annual charges are budgeted in the approved Fiscal Year 14-15 budget for the Salmon Creek Water District debt service (632729).

Notice of a Public Hearing was published once a week for two consecutive weeks in a newspaper of

general circulation whose distribution includes the Salmon Creek Water District. This item has been approved as to form by County Counsel.

**Prior Board Actions:**

7/30/13: Board adopted Resolution No. 13-0299 providing for the incurrence of indebtedness for the CSA #41 Salmon Creek Zone of Benefit and Resolution No. 13-0300 approving the issuance, sale and delivery by the Sonoma County Public Finance Authority of its water revenue bonds.

**Strategic Plan Alignment**      Goal 1: Safe, Healthy, and Caring Community

Annual charge for system-wide improvements made to provide drinking water to the Salmon Creek Water District community that meets the State of California safe drinking water standards.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 43,622		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 43,622
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 43,622</b>	<b>Total Sources</b>	<b>\$ 43,622</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Charge Levy Resolution. Written Report.

**Related Items “On File” with the Clerk of the Board:**

Map of the Salmon Creek Water District.



County of Sonoma  
State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_

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4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Levying An Annual Water Charge For Fiscal Year 2014-15 Pursuant to CSA No. 41 Salmon  
Creek Zone of Benefit (Formerly Known As CSA #34) And Ordering The Annual Water Charge  
To Be Collected On The County Of Sonoma Tax Roll.**

**Whereas**, pursuant to the provisions of Ordinance No. 4024, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Whereas**, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the County Clerk. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2014-15, in conformity with Ordinance No. 4024, as amended.

**Whereas**, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2014-15 and heard and considered all objections and protests thereto.

**Whereas**, no majority protest against the Written Report exists, as determine in accordance with Section 5473.2 of the Code.

**Now, Therefore, Be It Resolved** the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

**Be It Further Resolved** the Board of Supervisors hereby levies the Charge for Fiscal Year 2014-15 in the amount set forth in the Written Report.

Resolution #

Date:

Page 2

**Be It Further Resolved** the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2014 and ending June 30, 2015.

**Be It Further Resolved** the Charge shall be collected for Fiscal Year 2014-15 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Be It Further Resolved** the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

**Be It Further Resolved** the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

**Be It Further Resolved** this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS TWENTY-NINTH DAY OF JULY 2014.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS  
SALMON CREEK WATER DISTRICT USER INVENTORY (Tax Code 72800)  
FISCAL YEAR 2013-2014

<u>Assessment</u>	<u>Loan Repayment Charge</u>
101011014000	440.64
101013023000	440.63
100230025000	440.63
101015032000	440.63
101015019000	440.63
101020048000	440.63
101015027000	440.63
101011039000	440.63
101020016000	440.63
101020015000	440.63
101020020000	440.63
100230038000	440.63
100230005000	440.63
101015033000	440.63
101013025000	440.63
101011031000	440.63
101013033000	440.63
101020047000	440.63
101020025000	440.63
101020030000	440.63
101011040000	440.63
100230050000	440.63
101014001000	440.63
101015040000	440.63
101020039000	440.63
101020031000	440.63
101012008000	440.63
101012001000	440.63
101012002000	440.63
101011038000	440.63
101012004000	440.63
101011015000	440.63
101013018000	440.63
101011024000	440.63
101020014000	440.63
101011004000	440.63
101013012000	440.63
101020021000	440.63
101012009000	440.63
101015024000	440.63
101020028000	440.63
101020034000	440.63
101013007000	440.63

101013006000	440.63
101011019000	440.63
101011026000	440.63
101011030000	440.63
101014015000	440.63
101011025000	440.63
101011001000	440.63
101020008000	440.63
101020022000	440.63
101020027000	440.63
101013034000	440.63
101020018000	440.63
101013010000	440.63
101015036000	440.63
101014014000	440.63
101013032000	440.63
101020002000	440.63
100230006000	440.63
101013027000	440.63
101012006000	440.63
101020024000	440.63
101015008000	440.63
101015009000	440.63
101020003000	440.63
101011002000	440.63
101020001000	440.63
101020013000	440.63
101013004000	440.63
101020009000	440.63
101011018000	440.63
101020023000	440.63
101012005000	440.63
101013005000	440.63
101011037000	440.63
101014017000	440.63
101015006000	440.63
101011003000	440.63
100230049000	440.63
101020019000	440.63
101015007000	440.63
101015003000	440.63
101013014000	440.63
101015022000	440.63
101020032000	440.63
101013035000	440.63
101012007000	440.63
101020007000	440.63
101020029000	440.63
101020033000	440.63

101015001000	440.63
101020004000	440.63
101020026000	440.63
101014008000	440.63
101013003000	440.63
100230039000	440.63
100230016000	440.63
	<hr/>
	43,622.38



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 30  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisorial District(s):**

Fifth Supervisorial District

**Title:** Jenner Water District Financing.

### **Recommended Actions:**

That the Board hold a public hearing on the annual written report for CSA No. 41 Jenner Zone of Benefit and adopt the resolution ordering the annual water charge to be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2014-2015.

### **Executive Summary:**

State law and regulations require that an annual public hearing be held by the Board of Supervisors to direct that annual loan repayments be collected on the County of Sonoma tax roll. Staff is recommending that the Board approve the attached resolution ordering that the annual repayment charge for two loans used for water system improvements be collected on the County of Sonoma tax roll for the total amount of \$65,458 for Fiscal Year 2014-2015. There are no changes in the per parcel loan repayment charges associated with this action.

On July 18, 1989, the Board of Supervisors authorized the Director of Transportation and Public Works to execute the 30-year agreement with the California State Department of Water Resources to cover the costs of acquiring and rehabilitating the water system that serves the Jenner Water District. The annual charge for repayment of this loan is \$430 per ESD (equivalent single family dwelling unit). The final payment for this loan will be made in Fiscal Year 2021-2022.

On December 16, 2009, the Board approved a 20-year agreement with the California Department of Public Health for a Safe Drinking Water Loan to fund additional improvements to the treatment facility so that the facility would continue to meet drinking water standards. The annual charge for repayment of this loan is \$57 per ESD. The final payment for this loan will be made in Fiscal Year 2029-2030.

The total annual charge to be collected on each parcel is detailed on the attached written report. Annual charges are budgeted in the approved Fiscal Year 14-15 budget for the Jenner Water District debt service indexes (634717 and 634618).

Notice of a Public Hearing was published once a week for two consecutive weeks in a newspaper of general circulation whose distribution includes the Jenner Water District. This item has been approved as to form by County Counsel.

**Prior Board Actions:**

12/16/09: Board approved a 20-year agreement with the California Department of Public Health.  
 07/18/89: Board directed the Director of the DTPW to execute a 30-year agreement with the California State Department of Water Resources.

**Strategic Plan Alignment**      Goal 1: Safe, Healthy, and Caring Community

Annual charge for system wide improvements made to provide drinking water to the Jenner Water District community that meets the State of California safe drinking water standards.

**Fiscal Summary - FY 14-15**

Expenditures		Funding Source(s)	
Budgeted Amount	\$ 65,458		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 65,458
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 65,458</b>	<b>Total Sources</b>	<b>\$ 65,458</b>

**Narrative Explanation of Fiscal Impacts (If Required):**

**Staffing Impacts**

Position Title (Payroll Classification)	Monthly Salary Range (A – I Step)	Additions (Number)	Deletions (Number)

**Narrative Explanation of Staffing Impacts (If Required):**

**Attachments:**

Charge Levy Resolution; Written Report.

**Related Items “On File” with the Clerk of the Board:**

Map of the Jenner Water District.



County of Sonoma  
State of California

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Date: July 29, 2014

Item Number: \_\_\_\_\_

Resolution Number: \_\_\_\_\_



4/5 Vote Required

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**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Levying An Annual Water Charge For Fiscal Year 2014-15 Pursuant to CSA No. 41 Jenner Zone  
of Benefit (Formerly Known As CSA #34) And Ordering The Annual Water Charge To Be  
Collected On The County Of Sonoma Tax Roll.**

**Whereas**, pursuant to the provisions of Ordinance No. 4026, as amended, and Article 4 of Chapter 5 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (the "Code"), the Board of Supervisors is authorized to levy an annual water charge (the "Charge") and to have such Charge collected on the tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Whereas**, the Board of Supervisors has caused a written report (the "Written Report") to be prepared and filed with the County Clerk. The Written Report contains a description of each parcel of real property within the County to which the Charge is applicable (the "Identified Parcels") and the amount of the Charge for each such Identified Parcel for Fiscal Year 2014-15, in conformity with Ordinance No. 4026, as amended.

**Whereas**, following notice duly given in accordance with law, the Board of Supervisors has held a full and fair public hearing regarding the Written Report and the levy and collection of the Charge for Fiscal Year 2014-15 and heard and considered all objections and protests thereto.

**Whereas**, no majority protest against the Written Report exists, as determine in accordance with Section 5473.2 of the Code.

**Now, Therefore, Be It Resolved** the Board of Supervisors hereby overrules all protests and objections to the Written Report and approves the Written Report as filed.

**Be It Further Resolved** the Board of Supervisors hereby levies the Charge for Fiscal Year 2014-15 in the amount set forth in the Written Report.

Resolution #

Date:

Page 2

**Be It Further Resolved** the adoption of this resolution constitutes the levy of the Charge against the Identified Parcels for the Fiscal Year commencing July 1, 2014 and ending June 30, 2015.

**Be It Further Resolved** the Charge shall be collected for Fiscal Year 2014-15 on the County of Sonoma tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the County.

**Be It Further Resolved** the Clerk of the Board is hereby authorized and directed to file the Written Report with the County Auditor-Controller-Tax Collector-Treasurer with a statement endorsed on said Written Report over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors. Upon receipt of the Written Report from the Clerk, the County Auditor-Controller-Tax Collector-Treasurer shall enter the amount of the Charge against the Identified Parcels as they appear on the current assessment roll.

**Be It Further Resolved** the Clerk of the Board is hereby further authorized and directed to file with the County Auditor-Controller-Tax Collector-Treasurer of the County of Sonoma a copy of the Written Report, with a statement endorsed thereon over the Clerk's signature that the Written Report has been approved and finally adopted by the Board of Supervisors, with a certified copy of this Resolution.

**Be It Further Resolved** this Resolution shall become effective on the date that this Resolution has been adopted by the Board of Supervisors.

PASSED, APPROVED AND ADOPTED THIS TWENTY-NINTH DAY OF JULY 2014.

**Supervisors:**

Gorin:

Zane:

McGuire:

Carrillo:

Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

**So Ordered.**



SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS  
 JENNER WATER DISTRICT USER INVENTORY (Tax Code 73000 and 73001)  
 FISCAL YEAR 2014-2015

Assessment	Loan #1 Repayment Charge	Loan #2 Repayment Charge	Total Loan Repayment
099100024000	430.00	57.00	487.00
099100064000	430.00	57.00	487.00
099100091000	430.00	57.00	487.00
099111001000	430.00	57.00	487.00
099111002000	430.00	57.00	487.00
099111017000	430.00	57.00	487.00
099111022000	430.00	57.00	487.00
099111023000	430.00	57.00	487.00
099111024000	688.00	91.20	779.20
099111025000	430.00	57.00	487.00
099111030000	430.00	57.00	487.00
099111031000	430.00	57.00	487.00
099111032000	688.00	91.20	779.20
099111033000	430.00	57.00	487.00
099111034000	430.00	57.00	487.00
099112001000	430.00	57.00	487.00
099112002000	430.00	57.00	487.00
099112004000	430.00	57.00	487.00
099112011000	688.00	91.20	779.20
099112012000	430.00	57.00	487.00
099112013000	430.00	57.00	487.00
099112025000	645.00	85.50	730.50
099112030000	430.00	57.00	487.00
099112031000	430.00	57.00	487.00
099112036000	430.00	57.00	487.00
099112037000	430.00	57.00	487.00
099113003000	430.00	57.00	487.00
099113004000	430.00	57.00	487.00
099113006000	430.00	57.00	487.00
099113007000	430.00	57.00	487.00
099113016000	430.00	57.00	487.00
099120005000	430.00	57.00	487.00
099120011000	430.00	57.00	487.00
099120013000	2,382.20	315.78	2,697.98
099120017000	430.00	57.00	487.00
099120018000	430.00	57.00	487.00
099131001000	688.00	91.20	779.20
099131002000	688.00	91.20	779.20
099131008000	430.00	57.00	487.00
099131009000	430.00	57.00	487.00

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS  
 JENNER WATER DISTRICT USER INVENTORY (Tax Code 73000 and 73001)  
 FISCAL YEAR 2014-2015

Assessment	Loan #1 Repayment Charge	Loan #2 Repayment Charge	Total Loan Repayment
099131013000	430.00	57.00	487.00
099131018000	430.00	57.00	487.00
099131020000	430.00	57.00	487.00
099131021000	430.00	57.00	487.00
099131022000	430.00	57.00	487.00
099131026000	430.00	57.00	487.00
099131034000	430.00	57.00	487.00
099131035000	430.00	57.00	487.00
099131044000	430.00	57.00	487.00
099131050000	430.00	57.00	487.00
099131052000	430.00	57.00	487.00
099131054000	430.00	57.00	487.00
099131055000	430.00	57.00	487.00
099131057000	430.00	57.00	487.00
099131058000	430.00	57.00	487.00
099131059000	430.00	57.00	487.00
099132001000	430.00	57.00	487.00
099132005000	430.00	57.00	487.00
099132006000	430.00	57.00	487.00
099132008000	430.00	57.00	487.00
099132009000	430.00	57.00	487.00
099132010000	430.00	57.00	487.00
099132011000	430.00	57.00	487.00
099132012000	430.00	57.00	487.00
099132015000	430.00	57.00	487.00
099132017000	430.00	57.00	487.00
099132018000	430.00	57.00	487.00
099132019000	430.00	57.00	487.00
099132020000	430.00	57.00	487.00
099132027000	430.00	57.00	487.00
099132028000	430.00	57.00	487.00
099140003000	430.00	57.00	487.00
099140004000	430.00	57.00	487.00
099140005000	430.00	57.00	487.00
099140008000	430.00	57.00	487.00
099140009000	430.00	57.00	487.00
099140016000	430.00	57.00	487.00
099140019000	430.00	57.00	487.00
099140020000	430.00	57.00	487.00
099140026000	430.00	57.00	487.00
099140030000	430.00	57.00	487.00

SONOMA COUNTY TRANSPORTATION AND PUBLIC WORKS  
 JENNER WATER DISTRICT USER INVENTORY (Tax Code 73000 and 73001)  
 FISCAL YEAR 2014-2015

Assessment	Loan #1 Repayment Charge	Loan #2 Repayment Charge	Total Loan Repayment
099140043000	430.00	57.00	487.00
099140044000	430.00	57.00	487.00
099140052000	430.00	57.00	487.00
099140053000	430.00	57.00	487.00
099140054000	430.00	57.00	487.00
099140055000	430.00	57.00	487.00
099140058000	430.00	57.00	487.00
099140060000	430.00	57.00	487.00
099140063000	688.00	91.20	779.20
099140064000	430.00	57.00	487.00
099140065000	688.00	91.20	779.20
099140073000	430.00	57.00	487.00
099140074000	430.00	57.00	487.00
099140076000	430.00	57.00	487.00
099140085000	430.00	57.00	487.00
099140086000	430.00	57.00	487.00
099140087000	430.00	57.00	487.00
099140088000	430.00	57.00	487.00
099140089000	1,505.00	199.50	1,704.50
099140090000	645.00	85.50	730.50
099140091000	688.00	91.20	779.20
099140092000	430.00	57.00	487.00
099140094000	430.00	57.00	487.00
099150001000	430.00	57.00	487.00
099150006000	688.00	91.20	779.20
099150008000	430.00	57.00	487.00
099150009000	430.00	57.00	487.00
099150013000	430.00	57.00	487.00
099150019000	2,997.10	397.30	3,394.40
099150021000	430.00	57.00	487.00
099150022000	430.00	57.00	487.00
099150023000	430.00	57.00	487.00
099150024000	430.00	57.00	487.00
099150025000	430.00	57.00	487.00
	57,796.30	7,661.38	65,457.68
			65,457.68



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 31  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** 4/5

**Department or Agency Name(s):** Transportation and Public Works

**Staff Name and Phone Number:**

Susan Klassen, 707-565-2231

**Supervisorial District(s):**

Fifth Supervisorial District

**Title:** Freestone Water District Financing.

### Recommended Actions:

1. Consider whether there was a majority protest at the Proposition 218 hearing that was conducted on July 22, 2014, related to specific proposed rate increase for providing water service to the Freestone Water District ("District").
2. If there was a majority protest, direct staff to work with the District members to address their concerns and develop a revised rate structure.
3. If there was not a majority protest, adopt a Resolution introducing, reading the title of, and waiving further reading of a proposed Ordinance amending Ordinance No. 4025, as amended, of the Board of Supervisors for the Freestone Water District for rates increases needed to fund the additional expenses of the District and water system for provision of water service.

### Executive Summary:

On July 22, 2014, the Board opened a Prop 218 majority protest public hearing for the Freestone Water District. During the course of the public comments, 16 signatures were submitted to the Board protesting the proposed rate increases and other changes to Ordinance No. 4025, as amended. Proposition 218 procedures state that if written protests against the proposed fee or charge are presented by a majority of the owners of the identified parcels, the Board shall not impose the fee or charge (California Constitution, Article XIII D, Section 6). Currently, there are 28 customers in the Freestone Water District. The 16 protests received during the public hearing were verified by staff and constitutes 57% of the owners in the Freestone Water District.

Therefore, staff is recommending that the Board declare that a majority protest exists and that no further action be taken on this item. Staff will begin working with the District members to address their concerns and develop a revised rate structure.

This item has been reviewed by County Counsel.

<b>Prior Board Actions:</b>			
7/22/14: Board opened a public hearing pursuant to Proposition 218 majority protest procedures and continued the action to July 29, 2014 to evaluate the protests received. 2/1/11: Board adopted Ordinance No. 5922 amending Ordinance No. 4025. 1/25/11: Board conducted a public hearing pursuant to Proposition 218 majority protest procedures. 10/14/08: Board approved a resolution authorizing the purchase of water; 6/10/08: Board adopted ordinances amendment water fee schedules for Small District Fee Schedules.			
<b>Strategic Plan Alignment</b> Goal 1: Safe, Healthy, and Caring Community			
Annual charge for system wide improvements made to provide drinking water that meets the State of California safe drinking water standards to the Jenner Water District community.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$ 0		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$ 0
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 0</b>	<b>Total Sources</b>	<b>\$ 0</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			

<b>Related Items "On File" with the Clerk of the Board:</b>



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 32  
(This Section for use by Clerk of the Board Only.)

**To:** Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** County Administrator

**Staff Name and Phone Number:**

Veronica Ferguson, 707-565-2431

**Supervisorial District(s):**

**Title:** Sonoma County Library Improvement Act

### Recommended Actions:

1. Conduct a Public Hearing and consider calling a special election to submit to the voters of Sonoma County a proposed one-eighth cent (.125%) sales tax measure entitled the "Sonoma County Library Improvement Act."
2. Adopt a Resolution introducing, reading the title of and waiving further reading of a proposed Ordinance imposing a transactions and use tax to be administered by the State Board of Equalization to maintain and improve library services for all residents of Sonoma County.

### Executive Summary:

This item consists of a public hearing for a potential special tax to provide additional revenue resources for the Sonoma County Library system and a resolution introducing the ordinance that would impose a one-eighth of one percent (.125%) sales tax subject to approval of the voters in November 2014 should the Board wish to proceed.

The Board is being asked to consider putting this measure before the voters due to the time constraints facing a new Library Commission for putting such a measure on the November 2014 ballot and in recognition that current resources available to the Library are likely to be insufficient in the years to come to avoid further reductions to services. As a special tax, approval of the measure will require a two thirds majority vote. Should the Board decide to proceed after conducting the public hearing, final action on the ordinance and adoption of the resolution calling for the measure to be placed on the ballot would occur on August 5, 2014 subject to concurrence of the newly reconstituted Library Commission. If the measure is placed on the November 4, 2014 ballot and if approved by the voters, the ordinance effective date will be contingent upon the California Legislature enacting legislation raising the cap on local sales tax in Sonoma County by .125%, the amount of the tax.

**Background:**

The Sonoma County Library relies on property taxes and donations to fund services for all county residents. Services include, but are not limited to, maintaining, updating and expanding the size and quality of collections, determining hours of operation at all branches, qualifications of staff, acquiring and updating technology for public and staff use, operating an adult literacy program, and training volunteers to tutor individuals who lack basic reading ability. In the past three years, rising costs and reduced funding to the Library system have caused reduced library services including reduced hours of operation at all branches. The current adopted budget relies on one-time sources totaling \$535,000 to balance current operations costs. Despite improved property tax revenue estimates, current projections show that expenditures will continue to increase faster than available revenues for the future which will likely result in further reductions to services without additional revenue sources. These projections do not include provision for existing backlogs of maintenance needs nor do they include provision for increasing hours of operation at any branches.

**Library Commission:**

The Library Commission has the authority to impose, levy, collect, receive and use sales taxes, or any other type of tax or assessment, as authorized by law, however, the Commission may not have the ability to place a tax measure on the November 4, 2014 ballot due to the tight time constraints presented by the August 8, 2014 filing deadline to the Registrar of Voters. The current Library Commission is in the midst of transitioning to a new Commission effective August 1, 2014, when the Sonoma County Library First Amended and Restated Joint Powers Agreement (Amended JPA) goes in effect. The Amended JPA expands membership to include all cities and the County on a new Library Commission which is scheduled to hold its first meeting on August 1, 2014.

The Board has expressed interest in supporting the Library in the past and recognizes that in recent years the Library has been affected by the economic down turn and does not have the resources to pay for restoration of services. Library representatives and members of the public have requested that the Board assist the Library Commission by placing a tax measure on the November 4, 2014 ballot in light of the tight timelines. The Commission is expected to officially support the Measure at its August 1, 2014 meeting.

Should the Board decide to not pursue placing a measure on the November 4, 2014 ballot, the Library Commission is prepared to hold a public hearing at its August 1, 2014 meeting to consider calling a special election for a proposed one-eighth cent tax measure, and on August 7, 2014 consider adopting an ordinance imposing a transactions and use tax.

**Enhanced Funding Options:****Sales Tax Discussion**

The proposed Ordinance will impose a one-eighth cent (.125%) transactions and use tax, for a period not to exceed ten (10) years, and would generate approximately \$10 Million annually. The sales tax would be used exclusively to supplement existing funding for library operations, programs, acquisitions, construction and modernization throughout the incorporated and unincorporated territory of the County. An Expenditure Plan set out in the Ordinance sets out the particular goals, projects and programs to be supported by the tax.



A two-thirds (2/3) of the electors voting on the measure vote is required to approve the imposition of the tax at an election called for that purpose. Should the measure pass, prior to the operative date the County will contract with the State Board of Equalization to perform functions incident to the collection of the transactions and use tax ordinance, and will contract with the Library to administer the Expenditure Plan.

California has a statewide sales tax of 7.50%. Municipalities are allowed to assess a local sales tax of up to 2% in excess of the statewide sales tax (Revenue and Taxation Code section 7251.1). The sales tax cap for Sonoma County and all cities is 9.5% with available local tax growth of .25%. In an effort to avoid competing with any other Measures that are being considered by the County and other cities for the use of this cap (.25%), staff has prepared the ordinance proposing a one-eighth cent (.125%) sales tax to apply should the overall cap (9.5%) be increased by .125%. If legislation is not adopted permitting the County to increase its sales tax cap by .125%, the proposed Ordinance imposing the tax would not go in effect.

Furthermore, the County would be responsible for payment of the costs of the election which is estimated to be approximately \$121,000-\$242,000. If the election is successful, the County would receive reimbursement for the cost of the election from the proceeds of the tax prior to the first distribution to the Library. Staff recommends that support from your Board be contingent upon the Library Commission's approval of the proposed ordinance and Expenditure Plan at its meeting on August 1, 2014.

**Expenditure Plan:**

As part of the approval process for the proposed Ordinance, the Board must approve an Expenditure Plan for the revenue. The County shall require the Library Director to report annually to the Board the amount of funds collected, and the status of any projects funded by the tax revenue pursuant to the Plan. The revenue from the tax can only be spent on projects and goals listed in the Plan.

**Recommendation and Options for possible Board Action:**

Staff recommends the Board conduct the noticed public hearing on the sales tax measure entitled the "Sonoma County Library Improvement Act" and then choose to act on one of the following options:

1. Adopt a resolution introducing and waiving the reading of the proposed Ordinance imposing a Transactions and Use Tax to maintain and improve library services for all residents of Sonoma County.
2. Provide alternative direction to staff.

Final action on the ordinance, should the Board choose to proceed, and adoption of a resolution calling a special election on the proposal and ordering that the special election be consolidated with the statewide general election to be conducted on November 4, 2014, will take place at the August 5, 2014 Board of Supervisors meeting.

**Prior Board Actions:**

<b>Strategic Plan Alignment</b>		Goal 4: Civic Services and Engagement	
The Sonoma County Library is a vital component of our community. It provides residents a gathering place to explore a broad range of materials, the opportunity to participate in literacy programs, and learn about and use emerging technologies.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$	County General Fund	\$
Add Appropriations Req'd.	\$ 121,000-242,000	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$ 121,000-242,000
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$ 121,000 - 242,000</b>	<b>Total Sources</b>	<b>\$ 121,000-242,000</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
The estimated election cost to the County to put the Sonoma County Library Improvement Act on the ballot is approximately \$121,000to \$242,000. Any necessary budgetary adjustments will be addressed during Quarterly Consolidated Budget Adjustments.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Attachment A: Resolution Introducing and Waiving Reading of Proposed Ordinance Attachment B: Proposed Ordinance			
<b>Related Items "On File" with the Clerk of the Board:</b>			
Summary and Notice of Public Hearing			



County of Sonoma  
State of California

Date: July 29, 2014

Item Number: \_\_\_\_\_  
Resolution Number: \_\_\_\_\_

4/5 Vote Required

**Resolution Of The Board Of Supervisors Of The County Of Sonoma, State Of California,  
Introducing, Reading The Title Of And Waiving Further Reading Of A Proposed Ordinance  
Imposing A Transactions And Use Tax to Maintain and Improve Library Services for All  
Residents of Sonoma County**

**Whereas**, an ordinance of the Board of Supervisors of the County of Sonoma, State of California, entitled "Sonoma County Library Improvement Act" imposing a transactions and use tax of one-eighth of 1 percent (0.125%) for library purposes has been introduced and the title read; and

**Now, Therefore, Be It Resolved** that further reading of the proposed ordinance is waived.

**Be It Further Resolved** that the Sonoma County Board of Supervisors will consider adoption of the proposed ordinance on August 5, 2014, in the Board of Supervisors Chambers, 575 Administration Drive, Room 102A, Santa Rosa, CA.

**Supervisors:**

Gorin:                      Zane:                      McGuire:                      Carrillo:                      Rabbitt:

Ayes:                      Noes:                      Absent:                      Abstain:

**So Ordered.**

## **Legislative information on Local Transaction and Use (Sales) Tax Cap Increase**

As of April 1, 2014, there are 178 local jurisdictions (city, county, and special purpose entity) imposing a district tax for general or specific purposes. Of the 178 jurisdictions, 44 are county-imposed taxes and 134 are city-imposed taxes. District taxes increase the tax rate within a city or county because the district tax rate is added to the combined state and local (Bradley-Burns local tax) tax rate of 7.5%. Subject to certain exceptions the maximum combined rate of all district taxes imposed in any county cannot exceed 2%. The city district taxes count against the 2% maximum. Accordingly, if a city imposes a 0.5% district tax, the county in which it is located can impose district taxes not to exceed a combined rate of 1.5%. Currently, the district tax rates vary from 0.10% to 1%. The combined state, local and district tax rates range from 7.5 to 10%, ranging from jurisdictions with no district taxes to the cities of La Mirada, Pico Rivera, and South Gate located in Los Angeles County which are subject to the specific exception. A listing of the district taxes, rates, and effective dates is available on the BOE's website:

[www.boe.ca.gov/sutax/pdf/districtratelist.pdf](http://www.boe.ca.gov/sutax/pdf/districtratelist.pdf).

### Pending legislation to raise cap:

- AB 1324 (Skinner). Transactions and use taxes: City of El Cerrito: County of Contra Costa. Existing law authorizes cities and counties, subject to certain limitations and approval requirements, to levy a transactions and use tax for general purposes, in accordance with the procedures and requirements set forth in the Transactions and Use Tax Law, including a requirement that the combined rate of all taxes that may be imposed in accordance with that law in the county not exceed 2%. This bill would authorize the City of El Cerrito and the County of Contra Costa, if certain requirements are met, each to impose a separate transactions and use tax for general purposes at a rate of no more than 0.5% that, in combination with other specified taxes, each would exceed the combined rate limit. Under the bill, these authorized tax rates would not be included in the calculation of the 2% limitation.
- AB/SB xxx. The County's legislative advocates believe there is commitment within the County's delegation to use an existing bill as a vehicle to specifically address Sonoma's needed cap increase. While it may be easier to build a coalition of support when joining an existing bill for the same purpose, working through the County's delegation would likely provide the most direct and clear path for addressing the specific needs of our County and partners.

### Related legislation:

- AB 2119 (Stone). Local taxes: transactions and use taxes. Recently signed by the Governor. Existing law authorizes the board of supervisors of a county to levy, increase, or extend a transactions and use tax, as specified, if approved by the required vote of the board and the

required vote of the qualified voters. This bill would authorize the board of supervisors of a county to levy, increase, or extend a transactions and use tax throughout the entire county or within the unincorporated area of the county, if approved by the qualified voters of the entire county if levied on the entire county, or of the unincorporated area of the county if levied on the unincorporated area of the county. This bill would require the revenues derived from the imposition of this tax to only be used within the area for which the tax was approved by the qualified voters.

- SB 1037 (Hernandez) Los Angeles County Metropolitan Transportation Authority transactions and use tax. Existing law authorizes the Los Angeles County Metropolitan Transportation Authority (MTA) to impose, in addition to any other tax that it is authorized to impose, a transactions and use tax at a rate of 0.5% for the funding of specified transportation-related purposes pursuant to an adopted expenditure plan and subject to voter approval. Existing law authorizes the MTA to seek voter approval to extend the sales tax pursuant to an amended ordinance, subject to various requirements and voter approval.

Prior legislation to raise cap:

- AB 2321 (2008) raised the cap for LA. Voters passed Measure R following the cap raise, which was a ½ cent sales tax to finance new transportation projects and programs. It was approved with 67.22% of the vote.
- AB 1086 (2011) raised the cap for Alameda County. The proposed tax (Measure B1) was on the ballot November 2012, and failed to pass by just .14% (needed 2/3 since it was for transportation as well). It asked for an extension in perpetuity of the existing ½ cent (set to expire in March 2022) and asked for an additional ½ cent.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE COUNTY OF SONOMA  
IMPOSING A TRANSACTIONS AND USE TAX TO BE  
ADMINISTERED BY THE STATE BOARD OF EQUALIZATION TO MAINTAIN AND  
IMPROVE LIBRARY SERVICES FOR ALL RESIDENTS OF SONOMA COUNTY  
(4/5 VOTE REQUIRED)**

Section 1. TITLE AND SUMMARY. This ordinance shall be known as the Sonoma County Library Improvement Act. The County of Sonoma, hereinafter shall be called "County." This ordinance shall be applicable in the incorporated and unincorporated territory of the County. If approved by the voters, this Ordinance will impose a one-eighth of one cent (0.125%) transactions and use tax to be used exclusively to supplement existing funding for library operations, maintaining and enhancing library hours, programs, acquisitions, construction and modernization throughout the incorporated and unincorporated territory of the County. Library services are provided by the Sonoma County Library, a joint powers agency ("Library").

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the latter of (1) the election approving the imposition of the tax imposed by this ordinance, such election to be held on November 4, 2014; or (2) the effective date of legislation adopted by the California Legislature permitting the County of Sonoma to impose a transactions and use tax exceeding the limit in Revenue and Taxation Code section 7251.1 by at least the amount of tax imposed by this ordinance.

Section 3. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.5 of Part 1.7 of Division 2 which authorizes the County to adopt this tax ordinance to fund library operations, maintain and enhance library hours, programs, and purposes described in the attached Expenditure Plan. This ordinance shall be operative if two-thirds (2/3) of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

Section 4. USE OF THE TAX; EXPENDITURE PLAN; ANNUAL REPORT.

- A. After the reimbursement of the County for the costs of the election, as provided in Section 14, and payment for any fee charged by the State Board of Equalization for preparing to administer the tax, revenues from the tax shall be deposited into a special fund and used exclusively to fund projects and purposes described in the Expenditure Plan, attached hereto. Such revenues shall be used only to supplement existing Library funding, provided by a portion of the property tax designated for Library purposes, and shall not be used to supplant existing funding for the support of the Library.
- B. The Sonoma County Library Commission has approved the Expenditure Plan as set forth in this ordinance pursuant to its authority to do so in the First Amended and Restated Joint Powers Agreement for the County-Wide Provision of Library Services by the Sonoma County Library.
- C. The County shall contract with the Library for administration of the Expenditure Plan, and shall require the Library Director to report annually the amount of funds collected, and the status of any projects funded by the tax revenue pursuant to the Expenditure Plan.

Section 5. CONTRACT WITH STATE. Prior to the operative date, the County shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the County shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 6. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one-eighth of one percent (0.125 %) of the

gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

Section 7. PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

Section 8. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of one-eighth of one percent (0.125 %) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 9. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

Section 10. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:
  - 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;
  - 2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.



3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
    - a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
    - b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
  4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 11. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

Section 12. EXEMPTIONS AND EXCLUSIONS.

- A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B. There are exempted from the computation of the amount of transactions tax the gross receipts from:
  1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
  2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for

shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
    - b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
  3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
  4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.
  5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this County of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
  2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.
  4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
  5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
  6. Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.
  7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.
- D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 13. AMENDMENTS. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and

Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

Section 14. ELECTION COSTS. Payment for the costs of the election shall be the responsibility of the County. If the election is successful, the County shall be reimbursed for the cost of the election from the proceeds of the tax prior to the first distribution to the Library.

Section 15. INCREASE IN APPROPRIATIONS LIMIT. The appropriations limit of the County of Sonoma shall be increased by the anticipated amount of revenue generated by the tax to allow spending of the tax for the period allowed by law.

Section 16. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 17. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 18. EFFECTIVE DATE. This ordinance relates to the levying and collecting of the County transactions and use taxes and shall take effect immediately.

Section 19. TERMINATION DATE. The authority to levy the tax imposed by this ordinance shall expire ten (10) years from the operative date.

PASSED AND ADOPTED by the \_\_\_\_\_,

State of California, on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chairperson

Attest:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Secretary  
(Title)

ord\_7285\_County  
(rev 05/04)

### EXPENDITURE PLAN

- A. Proceeds from this tax shall be deposited into the County Treasury in a special fund entitled "Library Special Tax Fund" (hereinafter the "Fund").
- B. The revenues collected from the tax shall be used only to supplement existing revenue collected for the Library and shall not be used to supplant existing Library funding.
- C. Monies deposited into the Fund, together with any interest that accrues thereon, shall be used exclusively for library purposes, including preserving the existing libraries; reversing the deterioration in services at the existing libraries, upgrading of facilities, services, and collections; and extending branch library services to the unserved and under-served areas of the County. Expenditures are intended to provide the residents of Sonoma County with vital, quality libraries comparable to those operated in other Bay Area communities.
- D. Specific projects for which the revenues from the transactions and use tax may be expended are as follows:
  - (1) Maintaining and enhancing local public libraries and the Library collections throughout the county;
  - (2) Restoring pre-2011 service hours and enhancing service hours at Sonoma County Library branches in the cities of Cloverdale, Healdsburg, Petaluma, Rohnert Park-Cotati, Santa Rosa, Sebastopol, Sonoma, and Windsor;
  - (3) Creating young readers and supporting children in school by providing classes, materials, and services that educate and entertain the children and young adults of Sonoma County;
  - (4) Creating lifelong learning opportunities by providing the residents of Sonoma County with the assistance, books and materials, educational workshops, and technology necessary to succeed as parents, students, citizens, and workers. (e) Assuring that the public library provides access to information of all types and in any appropriate

format, including traditional, digital, and forthcoming formats, so that all residents of Sonoma County shall enjoy the same rights to information, knowledge, entertainment, and wisdom.; and

(5) Acquiring new technology that would enhance the Library's ability to serve the public.

E. As provided in sections 14 and 15 of the Ordinance imposing this transactions and use tax, funds from the tax may be used to reimburse the County for the share of the cost of conducting the election allocated to this measure, and to pay any fee imposed by the State Board of Equalization to administer tax collection.



## County of Sonoma Agenda Item Summary Report

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

**Agenda Item Number:** 40  
(This Section for use by Clerk of the Board Only.)

**To:** Sonoma County Board of Supervisors

**Board Agenda Date:** July 29, 2014

**Vote Requirement:** Majority

**Department or Agency Name(s):** Permit and Resource Management Department

**Staff Name and Phone Number:**

David Schiltgen 565-7384

**Supervisory District(s):**

All

**Title:** Revision to Zoning Code and adoption of Ordinance for Small Agricultural Processing Facilities and Farm Retail Sales; ORD13-0004.

### Recommended Actions:

Conduct a public hearing to consider the Negative Declaration and Planning Commission's recommendation and at the conclusion of the hearing adopt the Negative Declaration and approve an Ordinance revising the Zoning Code to establish standards to allow:

- 1) Small-scale agricultural processing facilities in the Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA), and Resources and Rural Development (RRD) zones with a zoning permit as shown in the Ordinance.
- 2) Farm retail sales in the Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA) and Resources and Rural Development (RRD) zones with a Zoning Permit; and, in the Agriculture and Residential (AR) zone with a Use Permit as shown in the Ordinance.

### Executive Summary:

#### Overview:

The proposed changes to the Zoning Code would allow a faster, more cost effective, permit process for small-scale agricultural processing facilities and farm retail sales in the three agricultural zones and the resource zone and would expand opportunities for farm retail sales with a use permit in the Agricultural and Residential zone. The intent of these changes is to encourage, support and facilitate a diversity of small farming and start-up operations in appropriate zoning districts while ensuring land use compatibility and minimization of potential environmental impacts. The proposed zoning code changes implement the 2020 General Plan and subsequent Board direction.

#### Background:

The proposed zoning changes would implement several policies of the Agricultural Resources Element of the County's General Plan to help facilitate the economic viability and sustainability of Sonoma County farms and promote continued agricultural use of agricultural lands:

- **Policy AR-5a:** Provide for facilities that process agricultural products in all three agricultural land use categories.
- **Policy AR-5b:** Consider allowing processing of non-viticultural products.
- **Objective AR-1.2:** Permit the marketing for products grown or processed in Sonoma County in all areas designated for agricultural use.
- **Policy AR-9c:** Establish procedures to administratively approve some agricultural uses and expedite permit processing.

In 2012 the Board of Supervisors approved zoning code changes to allow agricultural processing in the Agriculture and Residential (AR) zones with a use permit. At that time, the Board directed staff to streamline the permit process for small-scale agricultural processing facilities in the agricultural zones.

Under current zoning, agricultural cultivation with incidental storage and packaging of crops grown on site is allowed in the three agricultural zones, and in the Resource and Rural Development and Agricultural and Residential zones. Temporary and seasonal sale of crops grown on site is also allowed by right; no permit is required. However agricultural processing, where cultivated crops are converted from their natural form into another product (such as milk into cheese, olives into olive oil, fleece into wool, etc.) requires a discretionary use permit, regardless of the size of the operation. A use permit is also required for retail sales if the onsite sales entail: 1) year-round sales; 2) sale of produce originating from offsite; or 3) sale of processed goods from farm commodities.

The cost and time of obtaining a use permit for agricultural processing or retail sales can discourage small farmers from diversifying their agricultural enterprise and may limit their economic viability. The goal of the draft ordinance is to provide a streamlined, ministerial zoning permit process and establishment of small-scale agricultural processing facilities that have minimal environmental impact and no land use conflicts. The challenge during development of the draft ordinance was determining the appropriate thresholds for size and scale and development standards that would mitigate any potential impacts and ensure land use compatibility. The draft ordinance was structured to be consistent with Federal, state and local food safety requirements.

**Proposed Ordinance:**

The proposed ordinance establishes standards and permitting thresholds for two categories of land use including:

1. Small-scale agricultural processing up to 3,000 square feet in size on parcels 2 acres or greater and up to 5,000 square feet in size on parcels over 5 acres with a zoning permit; and
2. Farm retail sales up to 500 square feet in size that include year round sales of agricultural products produced on-site, including packaged meats, poultry, cheese and other perishable products with a zoning permit in the agricultural and resource zones and with a use permit in the Agricultural and Residential zone.

**Exclusions:**

The draft ordinance does not apply to animal slaughter or meat packing facilities, which are defined as separate land uses in the County's zoning code and require a use permit in agricultural zones. The ordinance also does not apply to processing or sale of alcoholic beverages or medicinal cannabis which still require a use permit where allowed by the base zone.



The draft ordinance establishes size thresholds for permitting, minimum lot sizes and performance standards that minimize potentially significant impacts to a less-than-significant level. Agricultural processing facilities or farm retail sales that do not meet the standards or the maximum facility size or minimum parcel size may continue to be allowed with a use permit.

**Public Participation:**

During development of the draft ordinances PRMD staff engaged the public in a number of ways, including public workshops, stakeholder meetings, direct e-mail notice, and through our website. Staff addressed the public comments received during ordinance development and at the public hearings. As part of the public outreach process PRMD staff met with staff from Marin County and reviewed similar code provisions in Marin and other counties. The following agencies and stakeholder groups participated in development of the ordinance:

- UC Cooperative Extension – Agricultural Ombudsman;
- Sonoma County Farm Bureau;
- Community Alliance for Family Farms;
- Sonoma County Agricultural Commissioner;
- Sonoma County Department of Health Services; and
- Regional Water Board and other State and regional agencies.

The outreach process included a public workshop (March 5, 2014) and two Planning Commission public hearings. The first Planning Commission meeting was held on April 10, 2014. Public comment was received and the Commission gave direction to staff regarding proposed standards for small agricultural processing and farm retail sales, but could not reach a conclusion on whether to allow the facilities with a ministerial zoning permit or require a minor use permit with notice and conditioning authority. Staff advised the Commission to focus on the standards that would make the land use benign in all circumstances so that a ministerial permit can be utilized. They agreed to review the permitting thresholds and type of permit required once they finished with reviewing the standards. The meeting was continued to May 22, 2014 where the Commission received additional public comment and recommended adoption of the draft ordinance with standards that provide for ministerial approval of small-scale agricultural processing and farm retail sales facilities as described below.

**Key Issues:**

Input from the public and Planning Commission focused on the following main issues: 1) permitting threshold for small agricultural processing; 2) minimum lot size and maximum facility size; 3) onsite production quantities; 4) groundwater protection; 5) groundwater monitoring; 6) allowance for cottage food operations and community supported agriculture; 7) type, intensity, and hours of operation for Farm Retail Sales; 8) stay of enforcement; and 9) whether to extend the ministerial zoning permit process for small-scale agricultural processing and retail sales to the Agricultural and Residential zone. These issues are summarized below and described in greater detail in the April 10, 2014 Planning Commission staff report and minutes (Exhibit B and Exhibit C) and in the memo, resolution, and minutes from the May 22, 2014 meeting (Exhibit D, E and F). Many of these issues were raised at the public hearing or submitted in comment letters (Exhibit G).

1. Permitting Threshold for Small Agricultural Processing

The goal of the draft ordinance is to establish procedures to administratively permit small-scale agricultural processing and streamline the process by incorporating standards to ensure that potential environmental impacts from these land uses are mitigated and neighborhood compatibility is maintained. The Planning Commission struggled with balancing the need to control costs and provide a

simplified administrative process for small-scale agricultural processing. The Commission was concerned that the ministerial process does not provide public notice and does not allow staff to add site specific conditions to address compatibility concerns. Staff recommended a ministerial zoning permit process that relies on development standards to ensure land use compatibility and minimization of impacts. The Commission ultimately decided to add standards to address the potential for noise and groundwater monitoring. Table 1 below summarizes permit threshold options, type of notice, conditioning authority and potential costs considered by the Commission.

**Table 1. Permit Thresholds for Small-scale Agricultural Processing Facilities**

Permit Type	Type of Action/CEQA	CEQA	Notice Provided	10-day Appeal Basis	Minimum Fee*
Zoning Permit- Level I <i>(Option 1)</i>	Ministerial	No	None	Performance standards only	\$570
Zoning Permit- Level II <i>(Option 2)</i>	Ministerial	No	10-day prior to approval	Performance standards only	\$1,593
Minor Use Permit <i>(Option 3)</i>	Discretionary Administrative approval	Yes - exemptions may apply	Hearing waiver	Specific conditions may be applied	\$3,400 - \$8,000
Conditional Use Permit <i>(Option 4)</i>	Discretionary Hearing Body	Yes - exemptions may apply	Planning Commission Hearing	Specific conditions may be applied	\$9,500 - \$14,000

\*Based on 2013/14 fee schedule

Commission Recommendation #1: Allow small-scale agricultural processing facilities with a Zoning Permit – Level 1 (Option 1 - ministerial approval). To minimize potential land use compatibility issues - specifically noise - the Planning Commission recommended that all agricultural processing occur within the building and that outdoor loading and activity areas be setback at least 200 feet from adjacent residents. If the Board prefers a discretionary permit process to provide notice and the ability to add site specific conditions, the Planning Commission recommended that the Board use a minor use permit process approved administratively by staff (Option 3) and consider reducing or subsidizing the permit processing fees for small-scale agriculture to support and encourage small farm operations and a diversity of farm products.

2. Minimum Lot Size and Maximum Facility Size for Small-scale Agricultural Processing

The draft ordinance defines small-scale agricultural processing based on a maximum facility size rather than annual production because facility size is easier to verify and regulate. The building size indirectly limits the production capacity of the operation and the potential for impacts. The Planning Commission discussed the option of using the Marin County zoning code facility size (maximum of 5,000 square feet) for consistency in the region. However, staff evaluated this option and determined that Marin County's agricultural zones are primarily grazing lands of substantially large parcels with little or no prime agricultural lands, while Sonoma County has a wide variety of agricultural products and much smaller parcels. Marin County also differs from Sonoma County in that they require Water Permits for any use operating on a well. Lastly, the Building Division has already defined small-scale agricultural processing facilities as 3,000 square feet or less, and consistency among the divisions of PRMD is important to avoid confusion among staff and the public.

The Planning Commission considered a two-tier approach relating the maximum building size to minimum parcel sizes similar to the thresholds adopted for agricultural processing in the Agricultural and Residential (AR) Zone. The AR district allows agricultural processing facilities with a use permit limited to

a maximum of 2,500 square feet on parcels five acres or less, but allows a maximum size of 5,000 square feet on parcels greater than five acres. The smaller 2,500 square foot size seemed appropriate for the Agricultural and Residential zone because it is primarily a rural residential district, whereas the larger 3,000 square foot size seemed appropriate for small lots within the agricultural and resource zones. The two-acre minimum parcel size was determined to be appropriate because processing facilities could increase the onsite well and septic needs, have limited production areas, and greater potential for neighborhood conflicts.

*Commission Recommendation #2:* Establish a two-tier approach for maximum facility size relative to lot size for small-scale agricultural processing facilities to allow facilities up to 3,000 square feet on parcels of at least two acres and up to 5,000 square feet on parcels five acres or greater.

3. Onsite Production Requirement

The draft ordinance requires that at least 70 percent of the agricultural commodities used in processing must be grown on-site or on lands owned or leased by the farm operator. This would allow up to 30 percent of the processing ingredients to be imported from other off-site sources. This proposed standard is consistent with an earlier determination made by the Board in 2012 when it adopted amendments to allow agricultural processing with a use permit in the Agricultural and Residential Zone (Ordinance # 5964). During the deliberation on that ordinance, a majority of the Board indicated that up to 30 percent importation should be allowed to provide winemakers with flexibility to blend certain grapes. Though the current amendments do not apply to agricultural processing into alcoholic products, the same standard was considered appropriate for other types of small-scale agricultural processors as well as it provides some flexibility to import products and ingredients from other farms or off-site sources while also limiting the potential for impacts related to truck traffic. Some public comments suggested this standard is too permissive while others felt it was too restrictive.

*Commission Recommendation #3:* As presented in the draft ordinance, the Commission recommends that at least 70 percent of the agricultural products processed at the facility be produced on the site, in order to minimize potential conflicts and impacts related to truck traffic. Facilities that import more products can still be approved administratively with a minor use permit.

4. Groundwater Protection

Future small scale agricultural processing facilities will have to rely on on-site water since public or community water systems do not serve agricultural properties. To address water scarcity, PRMD resource maps designate four groundwater availability zones: 1) Major Groundwater Basin; 2) Major Natural Recharge; 3) Marginal Groundwater Availability; and 4) Areas with Low or Highly variable Water Yield. Over 75 percent of County lands lie within the water scarce areas of Zones 3 and 4. Since many agricultural processes can be water intensive, staff recommends that on Zone 3 properties, facilities would be required to either demonstrate no net increase in water usage or provide a hydrogeologic report showing no adverse effects. A hydrogeologic report would also be required in ground water basins that have an adopted groundwater management plan, such as Sonoma Valley, with known groundwater depletion zones. Staff recommended that a Use Permit be required for all new agricultural processing in groundwater Zone 4 to allow the flexibility to add conditions of approval to ensure that potential impacts to groundwater resources are adequately addressed.

*Commission Recommendation #4:* Require a hydrogeologic report for small-scale agricultural processing in Zone 3 and in groundwater basins within adopted groundwater management plan areas. Require a use permit for agricultural processing in Zone 4 areas.

5. Groundwater Monitoring

PRMD currently requires groundwater monitoring for all discretionary permit approvals. The draft ordinance likewise requires that water wells used for agricultural processing be equipped with a measuring device to measure water levels and pumping quantities. Quarterly measurements would be reported to PRMD annually. This provision is consistent with groundwater monitoring required of existing agricultural processing facilities and future non-small scale agricultural processing. Groundwater data is shared with the Sonoma County Water Agency to document long-term trends in regional groundwater elevation levels.

*Commission Recommendation #5:* Require monitoring of water wells used for agricultural processing. Water levels and pumping volumes should be reported to PRMD annually.

6. Cottage Food Operations and Community Supported Agriculture

During development of the ordinance stakeholders expressed concern that the draft ordinance could infringe on the production of Cottage Foods as defined by the state's recently adopted Homemade Food Act of 2012. Under State law Cottage Food Operations can be established legally in any kitchen within a primary residence to produce and sell non-potentially hazardous homemade foods (that do not grow bacteria at room temperatures) including jams, baked goods, honey, vinegars, mustards, dried fruit and cereal and nuts mixes.

There was also concern that Community Supported Agriculture, also known as "subscription farming", could be hampered by the proposed farm retail sales provisions of the draft ordinance. Community Supported Agriculture consists of packaging of seasonal produce and other agricultural products for individual subscribers for delivery or pick-up at the farm. Staff proposed language to clarify that the proposed ordinance does not apply to these uses which are currently allowed by right as a farm stand or cottage food operation.

*Commission Recommendation #6:* The Planning Commission supported staff's recommended language that excludes cottage food operations from the definition of agricultural processing and added a definition of "Community Supported Agriculture" clarifying that it is permitted as a "farm stand" and is an allowed use in all agricultural, resource and rural residential zones.

7. Educational Tours and Farm Trail Programs

The Planning Commission also discussed the need for flexibility in allowed incidental agricultural promotional activities such as educational tours and participation in farm trail programs associated with agricultural processing and farm retail sales facilities. Stakeholder groups encouraged some level of promotional activities and visitor-serving uses be allowed by right.

*Commission Recommendation #7:* The Planning Commission supported staff's recommended change to allow educational tours and participation in farm trails without limitation with either agricultural processing or farm retail sales facilities. Other agricultural promotional events would require either a cultural event zoning permit or a use permit.

8. Type, Intensity, and Hours of Operation for Farm Retail Sales

Stakeholders and Commissioners requested clarification of the difference between the existing "farm stand" land use category and the proposed "farm retail sales." Farm stands are allowed to provide seasonal sales of fresh produce and live animals and are generally a temporary structure. The farm retail sales land use would allow year-round sales, sale of packaged meats, poultry, cheeses and other perishable products and would generally be

located in a permanent structure. A comparison of allowable uses for these land use categories is provided in Table 2 below. The proposed draft ordinance also expands the allowed uses for both categories to include some incidental sales of other products not produced onsite or in the County, such as water, breads, nuts, t-shirts and other promotional items. The Commission discussed limiting the amount of floor area dedicated to incidental sales as a way to prevent expansion of commercial use in agricultural zones. Stakeholders suggested that farm retail sales be extended to 6:00 p.m. to allow people to shop after work.

In addition to County zoning regulations, all food processing, sales, or sampling must be conducted in accordance with Federal, State, and local requirements and with a Facility Permit from Health Services.

**Table 2 Uses Allowed for Farmstand and Farm Retail Sales Facilities**

Type facility	Size/ Duration	Source of agricultural products	Type of products sold	Permits*	Onsite Consumption *	Incidental sales
<b>Farm-stand</b>	Unlimited size  Temporary and seasonal	Onsite agricultural products only	Unprocessed produce  Eggs, Honey, cottage foods  Low-risk prepackaged foods or non-food products	Allowed use in Agricultural zones. Zoning clearance on building permit	Food sampling with permit from County Health Services (requires washing restroom facilities)	Sale of merchandise or goods not produced by the operator is allowed if limited to 10% of the floor area up to a maximum of 50 sq. ft.
<b>Farm Retail Sales facility</b>	500 sq ft  May be conducted year-round	Agricultural products produced by farm operator onsite  Or on other lands owned or leased by the farmer	Unprocessed produce  Eggs, Honey, cottage foods  Low-risk prepackaged foods or non-food products and other pre-packaged foods that may require refrigeration such as meat and dairy products	Zoning Permit in DA, LIA, LEA, and RRD Zones Use Permit in AR Zone Zoning clearance on building permit	Food sampling with permit from County Health Services (requires washing restroom facilities)	Sale of merchandise or goods not produced by the operator is limited to 10% of the floor area up to a maximum of 50 sq. ft.

\*All food produced, sold, or sampled requires a Facility Permit from Health Services

Commission Recommendation #8: The Planning Commission recommended: 1) limiting retail sales facilities to 500 square feet and limiting incidental sales to not more than ten percent of the floor area, up to a maximum of 50 square feet; and 2) expanding the hours of operation for year round farm retail sales from 10:00 a.m. to 5:00 p.m. to extend to 6:00 p.m.

9. Stay of Enforcement

A stay of enforcement provision was included in the draft ordinance to encourage existing unpermitted facilities to seek permits without penalties or referral to code enforcement. Owners or operators of existing small-scale agricultural processing or farm retail sales facilities would have 180 days to submit a complete permit application and must pursue the permit process diligently. The stay would remain in effect until final approval or denial of the application by the County.

Commission Recommendation #9: The stay of enforcement provision is recommended by the Planning Commission, and was supported by most stakeholders.

#### 10. Agricultural Processing in the AR zone

Some stakeholders requested that agricultural processing also be allowed as a permitted use with a zoning permit in the Agricultural and Residential zone. The Board recently considered this issue in 2012 and adopted changes to the code to allow agricultural processing in the AR zone with a use permit. Consequently the scope of work, public outreach and notice for the hearing did not include consideration of changes to the code to allow processing in the AR as a use by right.

Staff noted that in zoning practice, the permitted uses are the primary purpose of the zoning district, while other uses that may be compatible with the primary use are permitted with a use permit. In the AR zone the primary use is designated as a rural residential. Property owners in these zones expect that the permitted uses would be residential. Other uses that may be compatible with residential use are generally allowed with a conditional use permit that provides for notice, public hearing and conditioning authority to ensure land use compatibility. In contrast, the primary purpose of the agricultural and resource zones is agriculture. Allowing small-scale agricultural processing as a permitted use aligns with the primary purpose of the zone. At the public workshop it was noted that some areas zoned AR may be more appropriately zoned Diverse Agriculture which would allow small-scale agricultural processing as a permitted use under the proposed ordinance.

Commission Recommendation #10: The Planning Commission recommended that if changes to the AR zoning were desired by the Board, that it be conducted as a separate project through the Comprehensive Planning Work Plan.

#### **Summary of Planning Commission Recommendations:**

The Commission, at its May 22, 2014 meeting, adopted a resolution (5-0 vote) recommending that the Board of Supervisors:

- 1) Adopt the negative declaration for the small-scale agricultural processing facility and farm retail sales zoning changes;
- 2) Change the Zoning Code to allow:
  - Small scale agricultural processing facilities in the three agricultural zones and RRD zone with a zoning permit, provided standards are met;
  - Farm retail sales in the agricultural zones and RRD zone with a zoning permit; and
  - Farm retail sales in the AR (Agriculture and Residential) zone with a Use Permit;
- 3) Direct staff to:
  - Report to the Planning Commission on implementation of the ordinance two years after adoption, including the number of facilities permitted annually and neighborhood issues, if any, and consider the need for further amendments to the ordinance at that time; and
- 4) Additional suggestions for consideration as part of the Comprehensive Planning Work Plan scheduled to be presented to the Board in September:
  - Consider fee reduction of use permits for qualifying small-scale agricultural processing facilities and farm retail sales;
  - Consider future amendments to the zoning code to encourage small-scale poultry processing; and
  - Consider changes to permitting requirements for agricultural processing in the Agricultural and Residential zone as a separate project.

<b>Prior Board Actions:</b>			
In 2012 the Board of Supervisors approved (5-0 vote) zoning code changes to allow agricultural processing in the Agriculture and Residential zone with a use permit. The Board directed staff to streamline the permit process for small-scale agricultural processing facilities in the agricultural zones.			
<b>Strategic Plan Alignment</b>		Goal 2: Economic and Environmental Stewardship	
The proposed code changes implement land use strategies that promote a diverse agricultural economy while including standards to protect the environment.			
<b>Fiscal Summary - FY 14-15</b>			
<b>Expenditures</b>		<b>Funding Source(s)</b>	
Budgeted Amount	\$		\$
Add Appropriations Req'd.	\$	State/Federal	\$
	\$	Fees/Other	\$
	\$	Use of Fund Balance	\$
	\$	Contingencies	\$
	\$		\$
<b>Total Expenditure</b>	<b>\$</b>	<b>Total Sources</b>	<b>\$</b>
<b>Narrative Explanation of Fiscal Impacts (If Required):</b>			
No fiscal impact from code adoption.			
<b>Staffing Impacts</b>			
<b>Position Title</b> (Payroll Classification)	<b>Monthly Salary Range</b> (A – I Step)	<b>Additions</b> (Number)	<b>Deletions</b> (Number)
<b>Narrative Explanation of Staffing Impacts (If Required):</b>			
<b>Attachments:</b>			
Exhibit A: Draft Ordinance with Att. A and Att. B Exhibit B: Planning Commission Staff Report dated April 10, 2013 Exhibit C: Planning Commission Minutes dated April 10, 2013 Exhibit D: Planning Commission Memos dated May 22, 2014 Exhibit E: Planning Commission Resolution dated May 22, 2014 Exhibit F: Planning Commission Minutes dated May 22, 2014 Exhibit G: Comment letters Exhibit H: Negative Declaration			

<b>Related Items "On File" with the Clerk of the Board:</b>
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None.
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ORDINANCE NO. \_\_\_\_\_

**An Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Adopting a Negative Declaration and Amending Text Of Chapter 26 (Zoning Ordinance) Of The Sonoma County Code To Allow Small-Scale Agricultural Processing Facilities And Farm Retail Sales To Be Permitted Through A Ministerial Zoning Permit Process In The Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA) And Resources And Rural Development (RRD) Zoning Districts Provided That Specified Performance Standards Can Be Met; Allow, As A Permitted Use, Additional Temporary And Seasonal Sales At Farm Stands In The Above Districts; And Allow Farm Retail Sales To Be Allowed With A Use Permit In The Agricultural And Residential (AR) Zoning Districts.**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**SECTION I. Findings.** The Board finds and declares that the adoption of this Ordinance is necessary and desirable to foster a healthy, diverse and economically viable agricultural industry in the County that contributes to the local economy and helps retain the use of agricultural lands for agricultural production.

The Board also finds that this ordinance further the goals of the Sonoma County General Plan by establishing provisions to facilitate small-scale agriculture processing and onsite sales in agricultural areas while assuring that the scale of such facilities will be subordinate and secondary to onsite agricultural production, that land use conflicts and environmental impacts are avoided or mitigated, and that rapid and efficient permit processing procedures are established for small-scale uses.

The Board further finds that this ordinance will further the goals of the Sonoma County General Plan by providing a simplified permitting process for small-scale agricultural procession and farm retail sales that will support diversification of agricultural operations and encourage economic viability of small farms.

The Board further finds that the zoning code amendments enacted by this ordinance are also consistent with and supportive of the County's Strategic Plan goals to support agriculture and agribusiness and to support the viability of agriculture and the preservation of agricultural resources for food production.

The Board further finds that direct sales of agricultural products benefits the agricultural community and the consumer by, among other things, providing an

alternative method for growers to sell their products direct to consumers while benefiting the consumer by supplying quality fresh produce and farm products at reasonable prices.

The Board further finds that based upon the information contained in the Initial Study dated March 21, 2014 and included in the project file, the changes to the zoning code to implement the General Plan policies to allow small-scale agricultural processing and farm retail sales with expedited permit processing in agricultural and resource zones will not result in any significant environmental effects from the ordinance or from facilities subsequently approved under it because the ordinance contains specific performance standards and limitations that reduce all impacts below a level of significance. Changes to allow farm retail sales in the AR zone with a use permit will allow any potential impacts or land use conflicts to be addressed through the permit process.

**SECTION II. Amendments to Definitions.** Section 26-02-140 (Definitions) of Chapter 26 of the Sonoma County Code is amended to add or amend the following definitions to read as follows:

**Farm Stand means an area for the temporary or seasonal sales and promotion of agricultural products that are grown or raised on the site and shelf-stable, pre-packaged, shelf stable goods processed from onsite agricultural production, excluding alcoholic products. Examples include: produce, eggs, honey, jams, pickles, nuts, olive oil, and similar products. Farm stands must be consistent with Section 47050 of the Food and Agricultural Code and Section 113778.2 of the Public Health and Safety Code. Sampling of products grown on-site may be allowed with a Retail Food Facility Permit. Incidental sales of merchandise or goods not produced on site is limited to ten percent of the floor area up to a maximum of 50 square feet. See also Tasting Room or Farm Retail Sales.**

**Farm Retail Sales means a small-scale retail facility for year-round sales of agricultural products grown or raised on the site or other properties owned or leased by the farm operator, and pre-packaged goods processed from onsite agricultural production, excluding alcoholic products. Examples include dairy and meat products that require refrigeration. Small-scale farm retail sales must be in compliance with Section 26-88-215 of the County Code. Sampling of products grown or processed on-site may be allowed with a Retail Food Facility Permit. . Incidental sales of merchandise or goods not produced on site is limited to ten percent of the floor area up to a maximum of 50 square feet. See also Tasting Room or Farm Stand.**

Tasting Room means a retail food facility in which one or more agricultural products grown or processed in the county may be tasted and sold.

**Agricultural products sold may include alcoholic beverages.**

**Cottage Food Operations – means an enterprise operating from a primary residence where specified low-risk food products are prepared, packaged or sold to consumers pursuant to the California Homemade Food Act. Cottage food operations must have current food service permits from Sonoma County Environmental Health and comply with the criteria of Health and Safety Code section 113758, 11837, 114365, et al., including the allowance for one cottage food employee in addition to the onsite resident cottage food operator and maximum sales of \$50,000.**

**Community Supported Agriculture – means system by which people purchase, typically through monthly subscription, a share from a local farm and periodically receive fresh produce or other agricultural products produced or processed on site.**

**SECTION III.** The following Sections of Chapter 26 of the Sonoma County Code are added

Section 26-04-010 (m) (Permitted uses) – LIA Land Intensive Agriculture District

Section 26-06-010 (q) (Permitted uses) – LEA Land Extensive Agriculture District

Section 26-08-010 (p) (Permitted uses) – DA Diverse Agriculture District

Section 26-10-010 (jj) (Permitted uses) – RRD Rural and Resource Development District

to read as follows:

**“Small-scale agricultural processing facility subject to issuance of a zoning permit in compliance with Section 26-88-210”**

**SECTION IV.** The following Sections of Chapter 26 of the Sonoma County Code are amended

Section 26-04-010 (Permitted uses) – LIA Land Intensive Agriculture District

Section 26-06-010 (Permitted uses) – LEA Land Extensive Agriculture District

Section 26-08-010 (Permitted uses) – DA Diverse Agriculture District

to revise the following subsections to read as follows:

- (f) Incidental cleaning, grading, packing, polishing, sizing, **storage** and similar preparation of crops which are grown on the site, but not including agricultural processing;
- (g) (1) **Farm stands for the** temporary or seasonal sales and promotion ~~and incidental storage~~ of crops grown or animals raised on the site **including Community Supported Agriculture, U-Pick and U-Cut operations.**

**(2) Farm Retail Sales facilities subject to issuance of a zoning permit and compliance with Section 26-88-215;**

Section 26-10-010 (Permitted uses) – RRD Rural and Resource Development District is amended to revise the following subsections to read as follows:

- (f) Incidental cleaning, grading, packing, polishing, sizing, **storage** and similar preparation of crops which are grown on the site, but not including agricultural processing;
- (g) (1) **Farm stands for the** temporary or seasonal sales and promotion, ~~and incidental storage~~ of crops or fuel wood which are grown on the site, **including Community Supported Agriculture, U-Pick and U-Cut operations.**

**(2) Farm Retail Sales facilities subject to the issuance of a zoning permit and compliance with Section 26-88-215;**

**SECTION V.** Section 26-16-010 (Permitted uses) – AR Agriculture and Residential District is amended to revise the following subsections to read as follows:

- (i) Incidental cleaning, grading, packing, polishing, sizing, **storage** and similar preparation of crops which are grown on the site, but not including agricultural processing;
- (k) **Farm stands for the t**Temporary or seasonal sales and promotion of agricultural products grown or processed on site (including sampling of non-alcoholic products processed on site, tours, educational visits, but not tasting rooms that sell or serve alcoholic beverages or consumption

of alcoholic beverages by retail consumers or the public) ~~and incidental storage of crops which are grown on the site;~~

**SECTION VI.** Section 26-16-020 (Uses permitted with a use permit) – AR Agriculture and Residential District is amended to revise the following subsection to read as follows:

(y) **Small-scale farm retail sales**

**SECTION VII. Article 88 of Chapter 26 of the County Code** is hereby amended to add Subsection 26-88-210 (Small-scale Agricultural Processing Facility) as shown in Exhibit A.

**SECTION VIII. Article 88 of Chapter 26 of the County Code** is hereby amended to add Subsection 26-88-215 (Small-scale Farm Retail Sales) as shown in Exhibit B.

**SECTION IX. Environmental Determination.** An Initial Study and Negative Declaration were prepared and circulated to the public for a 20-day period from March 21 to April 10, 2014. The Negative Declaration has been reviewed and considered, together with comments received during the public review process, in accordance with the California Environmental Quality Act (CEQA) and County CEQA Guidelines, and The Board finds on the basis of the whole record before it that there is no substantial evidence that the project will have a significant effect on the environment and that the Negative Declaration reflects the independent judgment and analysis of the Board. The Director of Permit and Resource Management Department is directed to file a Notice of Determination in accordance with CEQA.

**SECTION X. Stay of Enforcement.**

All zoning enforcement actions related to existing small-scale agricultural processing facilities and farm retail sales facilities which do not have prior authorization under Chapter 26 of the Sonoma County Code shall be stayed for a period of 180 days from the effective date of this ordinance provided that the operator has submitted a complete application to the Permit and Resource Management Department within the 180 day period to obtain all necessary permits and the permit process is pursued with diligence by the operator, the stay shall remain in effect until final approval or denial of the application by the County.

The Permit and Resource Management Department cannot stay enforcement of state accessibility regulations and any accessibility complaint received must be abated in

accordance with state law. Voluntary disclosure and permit applications to legalize existing small-scale agricultural processing and farm retail sales facilities shall not be considered an accessibility complaint and shall not be referred to code enforcement provided that all required applications are submitted within the 180 day period.

**SECTION XI. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion(s) of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION XII. Effective Date.** This Ordinance and all amendments to the Sonoma County Code as set forth within shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of Board adoption. This Ordinance shall be published once before the expiration of fifteen (15) days after adoption, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

**SECTION XIII. Custodian of Documents.** The Clerk of the Board of Supervisors shall be the custodian of the documents and other materials which constitute the record of the proceedings upon which the Board's decision is based. These documents may be found at the office of the Clerk of the Board, 575 Administration Drive, Room 100-A, Santa Rosa, California 95403.

**IN REGULAR SESSION** of the Board of Supervisors of the County of Sonoma, introduced, passed, and adopted this \_\_\_\_ day of \_\_\_\_\_, 2014, on regular roll call of the members of said Board by the following vote:

**Supervisors:**

Gorin:	Zane:	McGuire:	Carrillo:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	0

**So Ordered.**

**WHEREUPON**, the Chair declared the above foregoing Ordinance duly adopted and

**SO ORDERED.**

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Chair, Board of Supervisors  
County of Sonoma

**ATTEST:**

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Veronica Ferguson  
Clerk of the Board of Supervisors

**Sec. 26-88-210. Small-Scale Agricultural Processing Facility**

**(A) Purpose.** This section establishes performance standards for small-scale agricultural processing facilities to support agricultural production and facilitate start up operations, while ensuring neighborhood compatibility and minimizing potential for environmental impacts. Where allowed by the base zone, a small-scale agricultural processing facility may be permitted with a zoning permit when documentation is provided that all of the performance standards set forth in subsection (C) are met.

**(B) Applicability.** Small-scale agricultural processing facilities shall be permitted in the agricultural and resource zones: LIA (Land Intensive Agriculture), LEA (Land Extensive Agriculture), DA (Diverse Agriculture) and RRD (Resource and Rural Development). Small-scale agricultural processing does not include processing operations that produce alcoholic or cannabis products or involve animal slaughter and/or meat cutting and packing. Small-scale agricultural processing does not include cottage food operations which are defined separately and are an allowed use within a primary residence. Agricultural processing operations or facilities not meeting the following performance standards may still be permitted where allowed by the base zone, subject to issuance of a use permit.

**(C) Performance Standards.** Small-scale agricultural processing facilities shall comply with the following standards in addition to the requirements of the base zone and other applicable combining zones.

- (1) Minimum Parcel Size / Maximum Size Thresholds.** Small-scale agricultural processing facilities up to 3,000 square feet must be located on a parcel of at least two (2) acres in size; and up to 5,000 square feet on parcels five (5) acres or greater.
- (2) Number of Facilities.** No more than one (1) small-scale agricultural processing facility may be approved per contiguous ownership. Multiple facilities may be considered with a Use Permit.
- (3) Sensitive Environmental Resource Areas.** A biotic study prepared by a qualified professional shall demonstrate that sensitive environmental resource areas are avoided. The study



may be waived by the Director if the facility is located in a previously developed area.

- (4) Square Footage Limitations.** All small-scale agricultural processing activities shall be conducted inside a building or in covered outdoor areas. The total combined square footage of all such facilities, including buildings and areas where agricultural products are processed, aged, stored, packaged, and areas where equipment is stored and washed, shall not exceed the maximum size thresholds unless a Use Permit is obtained.
- (5) Building Permit.** Agricultural processing facilities require a building permit and shall comply with applicable building codes including requirements for accessibility, restrooms, and washing facilities.
- (6) Processing Commodities.** At least seventy percent (70 %) of the agricultural commodities used in the processing must be grown on-site or on lands owned or leased by the operator in the County.
- (7) Customer and Site Visitor Management.** Educational tours are allowed subject to building code and accessibility requirements.
- (8) Compliance with County, other Agency, and Statutory Requirements.** The operator shall comply with all applicable building, plumbing, electrical, fire and hazardous material codes set forth in the County Code. The operator shall also comply with all laws and regulations applicable to the type of processing facility proposed and obtain and or comply with all permit, license, approval, inspection, reporting and operational requirements required by other local State and Federal regulatory agencies having jurisdiction over the type processing operations proposed, and shall provide copies or other agency verification to Permit and Resource Management Department to serve as verification for such compliance.
- (9) Water System.** Any water supply well used for agricultural processing facilities shall conform to the applicable requirements of Chapter 25b Water Wells of the County Code. The system must

meet any performance or construction standards stipulated in the operational permits and well construction permit.

- (10) Water Supply - Quality.** The water supply used by the agricultural processing facility shall comply with all applicable water quality standards and monitoring requirements as required by the applicable regulatory permitting agencies. Operators shall be responsible for submitting verification of compliance from the appropriate agency.
- (11) Water Supply – Quantity.** For purposes of this section, the onsite water supply shall be considered adequate if:
- (i) The proposed processing facility would not result in a net increase in water use on site; or
  - (ii) The water source is in Groundwater Availability Zones 1 or 2 and is not within a groundwater basin which has an adopted groundwater management plan; or
  - (iii) The water source is in Groundwater Availability Zone 3 or is within a groundwater basin covered by an adopted groundwater management plan, and a qualified professional prepares a hydrogeologic report providing supporting data and analysis and certifying that the onsite groundwater supply is adequate to meet existing and proposed uses on the site on a sustained basis, and the operation of the agricultural processing facility will not: 1) exacerbate an overdraft condition in a groundwater basin; 2) result in reduction of critical flow in nearby streams; or 3) result in well interference at offsite wells.
- (12) Groundwater Monitoring:** Water wells used for agricultural processing facilities shall be equipped with a meter and sounding tube or other water level sounding device and marked with a measuring reference point. Water meters shall be calibrated at

least once every five years. Static water level and total quantity of water pumped shall be recorded quarterly and reported annually. Static water level is the depth from ground level to the well water level when the pump is not operating after being turned off. Static water level shall be measured by turning the pump off at the end of the working day and recording the water level at the beginning of the following day before turning the pump back on. Groundwater monitoring reports shall be submitted annually to the Permit and Resource Management Department, Project Review Division by January 31 of each year. The annual report shall show a cumulative hydrograph of static water levels and the total quarterly quantities of water pumped from well(s) used in processing.

- (13) Waste Management.** A waste management plan addressing the storing, handling and disposing of all waste by-products of the processing activities shall be submitted for review and approval by the Director. This plan should characterize the volumes and types of waste generated, and the operational measures that are proposed to manage and dispose, or reuse the wastes in an environmentally sound manner which does not result in adverse environmental impacts, nuisance complaints or health hazards.

Where waste discharge is within the jurisdiction of a Regional Water Quality Control Board, the owner or operator shall provide the Director with documentation of Waste Discharge Requirements, or waiver thereof, and shall comply with applicable discharge and monitoring conditions.

- (14) Septic Systems.** The owner shall maintain a properly functioning septic system which complies with sewage disposal regulations set forth in Chapter 24 of the County Code. The nature and quantity of the waste discharged shall not exceed the design capacity of the septic system and any existing restrictions unless a new code-conforming replacement septic system is built. Septic systems built before 1975 need additional testing in order to determine the design capacity of the system. Proper functioning and design capacity of the septic system shall be verified by a registered Civil Engineer or registered Environmental Health Specialist.

- (15) Hours or Operation.** Indoor processing activities may be conducted seven days a week, 24-hours per day as needed. Outdoor processing activities, deliveries and shipping shall be limited to the hours from 8 am to 5 pm, except during seasonal harvest when the hours may be extended for limited periods.
- (16) Noise Limits.** Noise generation shall not exceed the General Plan noise standards
- (17) Signage.** The small-scale agricultural processing facility shall be limited to one non-illuminated sign not exceeding sixteen (16) square feet.
- (18) Lighting.** All exterior night lighting fixtures shall be fully shielded and downward casting and do not cause glare or spill over onto neighboring properties or roadways.
- (19) Setbacks.** In addition to structural setbacks of the base zone, agricultural processing facilities shall be set back a minimum of sixty feet (60') from watering troughs, feed troughs, and buildings, pens or similar quarters where livestock or poultry congregate or are confined. Outdoor loading and activity areas must be located at least 200 feet from the outdoor activity area of any dwelling unit on an adjacent property.

**Sec. 26-88-215. Farm Retail Sales**

- (a) Purpose.** This section establishes standards for year-round on-farm retail sales to encourage and increase opportunities for access to healthy foods, support continued use of agricultural lands for agricultural production, improve the economic viability of farming enterprises, while retaining the rural character of agricultural areas and ensuring the potential for land use conflicts and environmental impacts are minimized.
- (b) Applicability.** This section shall apply to farm retail sales of products grown on site or other lands owned or leased by the farm operator as allowed by the base zone, excluding alcoholic beverages and cannabis products. Farm retail sales do not include cottage food operations which are defined separately and are an allowed use within a primary residence.
- (c) Standards.** Small-scale Farm Retail Sales facilities are permitted with a zoning permit subject to the following requirements.
- (1) Minimum parcel size.** Small agricultural retail sales facilities must be located on a parcel of at least two (2) acres in size.
  - (2) Maximum Size:** The maximum retail area shall not exceed 500 square feet. For purposes of this standard, outdoor growing areas of U-pick and U-cut operations shall not apply to the facility size calculation.
  - (3) Building Permit.** Retail sales facilities require a building permit and shall comply with applicable building codes including requirements for accessibility, restrooms, and washing facilities.
  - (4) Onsite sales:** Onsite retail sales shall be limited to whole produce, eggs, honey or value-added prepackaged foods or non-food products processed from crops grown on site or other lands owned or leased by the farm operator.

- (5) Incidental Sales:** Not more than ten percent of the floor area, up to a maximum of 50 square feet may be devoted to the sale of incidental goods and promotional items not produced by the owner or operator of the agricultural enterprise.
- (6) Hours of operation:** Hours of operation for retail sales facility shall be limited to 10:00 am to 6:00 pm seven days per week.
- (7) Food Safety:** All food storage, handling, labeling and retailing shall comply with the California Retail Food Code and other applicable federal, state and local laws and food safety regulations and permitting requirements.
- (8) Food Sampling:** Food sampling shall be limited to fresh produce and prepackaged processed foods grown on site in compliance with a retail food facility permit. No other food service is allowed.
- (9) Signage:** Signs up to 16 square feet are allowed in compliance with Article 84 of this Chapter. Sign text shall be limited to the name of the agricultural enterprise, the address, and the general type of produce sold. Banners, flags or balloons or cost advertisements shall not be allowed. One portable sandwich board sign is allowed on site, provided that it does not exceed nine square feet per side and is removed when the facility is closed. Offsite signs are prohibited.
- (10) Incidental Agricultural Promotional Activities:** Educational tours for promotion of agricultural products are allowed. Participation in farm trails and similar promotional activities is allowed.
- (11) Setbacks:** Sales facilities shall meet the setbacks of the base zone and any combining zones.
- (12) Access and Off-street parking:** Farm retail sales facilities shall be located on parcels having direct access to a publicly

maintained road. A minimum of three spaces is required on-site. All customer and employee parking shall be provided onsite.

- (13) Noise:** Noise generation shall not exceed General Plan noise standards.
  
- (14) Weights and measures:** All scales used for retail sales shall be approved for commercial use and sealed by the Sonoma County Agricultural Commissioner's Office of Weights and Measures.
  
- (15) Right to Farm:** The owner/operator of the retail sales facility shall file and record a Right to Farm Declaration pursuant to Sonoma County Code Chapter 30, Article 2.



# Sonoma County Planning Commission **STAFF REPORT**

## Sonoma County Permit and Resource Management Department

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

**FILE:** ORD13-0004  
**DATE:** April 10, 2014  
**TIME:** 1:05 p.m.  
**STAFF:** David Schiltgen, Project Planner

**Board of Supervisors Hearing will be held at a later date and will be noticed at that time.**

**Appeal Period:** 10 calendar days

### SUMMARY

**Applicant:** Permit and Resource Management Department (PRMD)

**Owner:** Various

**Location:** Countywide All Supervisorial Districts

**Subject:** Small-scale agricultural processing facilities

**Proposal Summary:** The Sonoma County PRMD is proposing text changes to the Zoning Code that would streamline permitting for small-scale agricultural processing facilities within the following zones: Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA), and Resources and Rural Development (RRD). The proposed code changes also streamline permitting for retail sales of farm products directly to consumers in the LIA, LEA, DA, RRD, and Agricultural and Residential (AR) Zones.

**Environmental Determination:** Negative Declaration

**General Plan:** LIA, LEA, DA, RRD and RR

**Zoning:** LIA, LEA, DA, RRD and AR.

**RECOMMENDATION:** Recommend that the Board of Supervisors adopt the negative declaration and approve the proposed ordinance amendments as drafted.



## ANALYSIS

### Background:

In many cases, the economic returns for selling raw unprocessed commodities are no longer sufficient to support the long-term sustainability of Sonoma County Farms. To remain economically viable and help ensure their long-term sustainability many farms have expressed a desire and a need to respond to market conditions by processing their agricultural products into a higher value, longer shelf-life product that can generate greater returns; for example, processing milk into cheese, fruit into jam, and olives into olive oil. They have also identified direct retail sales from the farmer to the consumer as another way of improving their profitability and long-term economic viability.

Under the current zoning code, the AR, DA, LIA, LEA, and RRD zones allow the growing and harvesting of crops; incidental storage cleaning, grading, packing, polishing, sizing and similar preparation of crops grown on the site; and temporary and seasonal sales of crops grown or animals raised on site. No permit is required. However all these zones currently require a discretionary use permit, regardless of the size of the operation, before agricultural products can be processed and transformed from their natural state to a different form. A use permit is also required if the onsite sales entail: 1) year-round sales; 2) sale of produce originating from offsite; or 3) sale of processed goods from the farm commodities.

The cost and time of obtaining a use permit, as well as, complying with the requirements can discourage small processing operations from getting off the ground. Small agricultural processing uses that generate a lower level of impact and have no land use conflicts can be permitted with a more streamlined process through a ministerial zoning permit. The challenge is determining the appropriate threshold size, scale and development standards that would mitigate any potential impacts.

Accordingly, the County's 2020 General Plan include the following directives to help facilitate the economic viability and sustainability of Sonoma County farms and foster a robust agricultural economy that help assure that agricultural lands are continued to be used for agriculture:

- Provide for facilities that process agricultural products in all three agricultural land use categories (GP Policy AR-5a).
- Permit the marketing of products grown or processed in Sonoma County in all areas designated for agricultural use.(GP Objective AR-1.2)
- Establish procedures to expedite permit processing for some agricultural uses by allowing them to be approved administratively (GP Policy AR-9c).

The Board of Supervisors adopted changes to the code in 2012 to allow agricultural processing in the Agricultural and Residential zone with a use permit. At that time, the Board directed staff to streamline the permit process for small-scale agricultural processing facilities in the agricultural zones and that effort was programmed into the Comprehensive Planning Work Plan. Since the Board already adopted a use permit requirement for agricultural processing in the AR

zone, further amendment to reduce permitting requirements in the AR are outside the scope of this effort.

Though this staff report presents possible zoning code amendments to facilitate small scale agricultural processors and small-scale onsite sales in the agricultural zones, the proposed amendments do not alter or conflict with the requirements of other Federal, state or local laws, including food safety laws.

The proposed ordinance would enable small-scale agricultural processing and sales facilities to be authorized through a simpler zoning permit process than the currently required use permit. The proposed ordinance includes approval and performance standards and size limitations that prevent potentially significant impacts or mitigate or reduce them to a less-than-significant level. Several policy options are provided for various standards and provisions for consideration by the Commission and Board members.

The proposed amendment considers not only the directives of the 2020 General Plan but also public comment received on the proposed ordinance. Staff reviewed the similar code provisions in Marin County, and held working meetings with representatives of the following stakeholder groups:

- UC Cooperative Extension – Agricultural Ombudsman
- Sonoma County Farm Bureau
- Community Alliance for Family Farms
- Sonoma County Agricultural Commissioner
- Sonoma County Health Department
- Other State and regional agencies

A public workshop attended by representatives of the agricultural community, small cheese-makers, family farmers and land stewards was held on March 5, 2013. A revised draft ordinance was prepared in response to the input received attached in Exhibit B.

## **PROPOSED CODE CHANGES**

The purpose of the proposed code changes is to establish a simplified zoning permit approval process for small-scale agricultural processing and onsite sales in the agricultural and resource zones. Staff is also recommending allowing onsite sales in the Agricultural and Resource (AR) zone to compliment the allowance for small-scale processing adopted by the Board in 2012.

The proposed ordinance would not apply to facilities that produce or retail alcoholic or cannabis products or to operations that entail animal slaughter or meat packing. In all cases the agricultural processing and onsite sales would have to be accessory and secondary to onsite agricultural production.

Small-scale agricultural processing: The ordinance would require a simpler, less expensive zoning permit for “small-scale agricultural processing facilities” which meet the standards set forth in new code Section 26-88-210 (attached as Exhibit A to the Ordinance). The zoning permit is ministerial and no referrals or noticing in required. There is no conditioning authority for ministerial permits, but rather the use must meet the standards which address any potential impacts or land use conflicts.

The proposed code would allow processing facilities up to 3,000 square feet in size to be considered small-scale and eligible for the zoning permit approval. The standards include a minimum parcel size of two acres, and a requirement that 70 percent of the commodities processed to be grown by the operator. The operator would have to verify compliance with other applicable federal and state regulation. For instance, for food processing, a food processing facility license would need to be obtained from the State Department of Public Health or for dairy processing, a dairy processing plant license from the California Department of Food and Agriculture. The ordinance also requires plans or studies to address groundwater supply and waste disposal issues.

Onsite sales: The proposed ordinance also establishes a new “Farm stand” definition which allows temporary and seasonal sales and expands the type of sales to allow processed shelf-stable pre-packaged goods, grown or produced by the operator. The ordinance would allow sampling and tasting of farm grown products at farm stands.

The proposed ordinance also established a new definition for “Farm Retail Sales” that would allow year-round sales as well as sale of higher risk foods that require refrigeration, such as meat and dairy products. Small retail facilities could be approved up to 500 square feet authorized by a simple zoning permit provided they comply with the performance standards set forth in the Ordinance’s Exhibit “B”. The proposed standards require compliance with all other applicable laws. Educational tours, community supported agriculture and participation in industry-wide promotion, such as Farm Trails are allowed. Larger facilities or promotional events may still be permitted with a conditional use permit.

## **DISCUSSION OF ISSUES**

### **Issue 1: Level of approval for small-scale agricultural processing.**

There are three options the Planning Commission can consider, all of which can achieve some degree of permit streamlining by facilitating quicker, less expensive administrative approval process for small-scale agricultural processing facilities. Those options are:

- 1) minor use permit administratively approved with the public hearing waived;
- 2) ministerial zoning permit subject to standards; or
- 3) permitted use allow with no specific standards.

Each option is briefly analyzed below along with a cost comparison.

**Minor use permit.** Though the current code requires agricultural processing facilities to obtain a use permit in the agricultural zones, it does allow smaller processing facilities to satisfy this requirement via a faster, less expensive approval process for minor (Level-1) use permits. A minor use permit may be used when no request for a public hearing is received and the public hearing is waived. If no request for a public hearing is received, staff may approve the project and impose conditions of approval. The projects that qualify are generally minor and are eligible for a CEQA categorical exemption or are within the scope of a past CEQA document. Costs

and processing time are decreased if a hearing and CEQA review are not required. See cost comparison below.

Though administratively approved, these minor use permits are still discretionary. The proposals would be sent on referral to other regulatory agencies for comment or recommended conditions. Staff reviews technical reports and can attach any conditions to address potential impacts or compatibility issues. Neighbors would be notified of the intent to waive the public hearing and would have an opportunity to request a public hearing or appeal any determination. In this way a public hearing is only held when there is an actual need to do so to resolve issues.

PRMD already uses the above approach to process many small-scale wineries with an annual production of 5,000 cases or less per year. Out of 126 wineries with capacity of 5,000 cases or less, fifty percent (50%) were administratively approved by staff as minor use permits with hearing waivers.

**Ministerial zoning permit:** The proposed ordinance takes this approach and would allow staff to administratively issue a zoning permit if the application meets a number of easily verifiable approval standards set forth in Exhibit A of the Ordinance. Under the zoning permit process, there would be no notice or referral provided to other regulatory agencies, divisions, interest groups or neighbors. No public hearing would be held. Ministerial projects are exempt from CEQA review. PRMD would administratively approve the permit after ascertaining compliance with standards. Planners could not attach conditions of approval to zoning permit approvals beyond assuring that the operation complies with the adopted approval standards on an ongoing basis which are designed to avoid all adverse impacts or land use conflicts. By limiting the level of review, and eliminating the need for CEQA review or public hearings, processing time and costs are substantially reduced as shown in the table below.

**Permitted use without standards.** If small agricultural processing facilities are allowed as a permitted use in the agricultural zones, there would be no permitting or review requirements required or specified in the Zoning Code. Applicants would still have to comply with the requirements of other chapters of the County Code such as the building code, fire code, well and septic codes, health code, etc. as well as the requirements of other regulatory agencies.

A permitted use that has no standards is usually limited to the primary purpose of the district. Generally uses listed as permitted without reference to special use standards would only require a planning clearance on building permits related to meeting setbacks, height limits and other general development standards of the code (such as parking and signs). Though this approach would result in the greatest savings in processing time and permit costs, it could also result in greater potential for land use conflicts or environmental impacts. This approach was not analyzed in the environmental document as most of the standards developed in the ordinance are intended to mitigate impacts or address land use compatibility concerns.

**Cost comparison:** To compare typical costs of small agricultural processing projects being addressed by this ordinance, staff reviewed the total processing costs for applications for small-scale wineries less than 5,000 cases. Such facilities would be roughly equivalent to the 3,000 square foot small agricultural processing facilities. Out of 126 wineries with capacity of 5,000 cases or less, 50 percent were administratively approved by staff as Level -1 use permits; 50 percent were processed as Level-2 use permits subject to public hearings and CEQA review.

The average total cost for the Level -1 use permits is about \$8,000 while the average total costs for Level 2 permit approvals is about \$16,000.

The cost comparisons in Table 1 below give an idea of the cost savings that operators might realize if a ministerial zoning permit process is established. As shown in Table 1, implementing a zoning permit approval process rather than a use permit process could reduce the total permit fees to less than 1/10 of what would be charged for a Level 1 use permit and an even smaller percentage of what would typically be required for a Level 2 use permit. It would eliminate over \$5,500 in charges for agency referrals, CEQA review, and compliance review. There may still be PRMD charges with respect to building permits, septic systems, wells, etc., but in most cases the fees for processing under the zoning code would be reduced to a total less than \$625.

**Table 1: Permit and CEQA Cost Comparison\*\***

Level	Permit Cost	CEQA Cost	Referral fees	Condition compliance fees
Allowed use	\$ 0	\$ 0	\$ 0	\$ 0
Zoning permit	\$ 570	\$ 0	\$ 0	\$ 0
Level 1 Use permit	\$ 2,816	\$ 48	\$ 3,000	\$ 2,497
Level 2 Use permit	\$ 7,026*	\$ 2,889 to \$ 4,257*	\$ 4,000	\$ 2,497

\* plus any actual costs above this amount

\*\* based on 2103/2014 fee sheet – figures presented are rounded , may vary from case to case

It is important to note that unlike some other regulatory license fees, PRMDs fees are one-time fees and there are no annual renewal inspection fees.

## **Issue 2: Definition of Small-Scale Agricultural Processing Facility**

To be easily implemented, any ordinance should clearly define small-scale agricultural processing facilities. Though establishing annual production caps may be one approach to consider, these were deemed too variable between different types of processing and too difficult to verify or ascertain.

Rather than establishing production caps, staff proposes limiting the actual physical size and area of the agricultural processing facility to 3,000 square feet. The 3,000 square-foot limit indirectly limits the production capacity of the operation and the potential for impacts. The 3,000 square foot size threshold was selected for the following reasons:

- 1) It is verifiable;

- 2) 3,000 square feet of agricultural processing area is roughly equivalent to a 5,000 case winery and the County already has established a past precedence of processing the majority of these types of small winery processing requests administratively;
- 3) Established building code policies define small-scale agricultural processing facilities as 3,000 square feet or less. Consistency across divisions for definitions helps clarify requirements for applicants and avoids confusion for staff;
- 4) Consultation with a number of agricultural producers and stakeholders suggest that a 3,000 square-foot facility should be adequate to process the production from most family farms or dairies;

Since, the Marin County zoning code allows small-scale agricultural processing facilities operations up to 5,000 square feet and this has been frequently cited as an example, the Planning Commission could consider amending the proposed ordinance to incorporate a 5,000 square foot limit. Staff evaluated this option and determined that Marin County's agricultural zones are primarily grazing lands of large parcels with little or no prime agricultural lands, while Sonoma County has a wide variety of agricultural products and much smaller parcels. Marin County also differs from Sonoma County in that they require Water Permits for any use operating on a well.

Another option considered by staff is a two-tier approach using minimum parcel size similar to what was adopted for the Agricultural and Residential (AR) Zone. The AR district allows agricultural processing facilities with a use permit and limits them to a maximum of 2,500 square feet on parcels five acres or less, but allows a maximum size of 5,000 square feet on parcels greater than five acres. Larger facilities are not allowed in the AR zone. Staff notes that there have been several controversial projects of 5,000 square feet in size and conditions of approval were needed to address the potential concerns.

The legal noticing and CEQA review have been prepared to allow the Planning Commission to recommend any of the following size limits:

- |          |   |
|----------|---|
| Option 1 | 3,000 square foot threshold;  |
| Option 2 | 5,000 square foot threshold; or,  |
| Option 3 | 2,500 square feet on parcels five acres or less and up to 5,000 square feet on parcels greater than five acres. |

**Recommendation:** Staff recommends Option 1 to maintain consistent definitions with the Building Division's thresholds and ensure land use compatibility. Larger facilities can still be permitted with a minor use permit with conditioning authority. The threshold limit meets most of the small producers' spatial requirements.

### **Issue 3: Onsite production requirement**

The proposed ordinance requires that at least seventy percent (70%) of the agricultural commodities used in the processing must be grown on-site or on lands owned or leased by the operator.

During the ordinance development, some public comments were received suggesting this standard is too permissive while others felt it was too restrictive. Many small cheese processors noted that they do not own or lease farms but rather just buy milk and lease a structure for the cheese processing on a farm.

The following policy options were considered:

- Option 1: 70% of the agricultural commodities produced on site;
- Option 2: 50% of the agricultural commodities produced on site; or
- Option 3: Allow processing of only on-site production.

Staff suggests that the requirement that 70% agricultural commodities used in the processing be grown on-site or on lands owned or leased by the operator is an appropriate standard for the following reason:

- 1) This percentage is similar to the percentage requirement previously required by the Board when it approved small agricultural processing operations in the AR district in 2012 and would ensure that a uniform standard is applied in all zones;
- 2) It does allow an operator to use commodities they grow on other parcels whether they be the adjacent lot or one on the other side of the County line. It also allows flexibility for various types of processing by allowing up to 30% to be imported;
- 3) Numerous policies in the General Plan require processing facilities to be proportional to agricultural production on site or in the local area (policies AR-5a and AR-5b). It is also intended to be secondary to the primary agricultural use. Requiring the operator to produce 70% of what they process helps assure the facility is proportional to their own production;
- 4) Numerous General Plan policies specifically indicate that the land use policies are intended to support and promote Sonoma County agriculture; and,
- 5) A smaller percentage of onsite production would increase the potential for impacts related to offsite traffic.

Recommendation: Staff recommends Option 1. 70% onsite production to limit potential for offsite impacts, yet provide flexibility for operators.

### **Issue 4: Applicability to RRD Zone.**

Policy AR-5a directs that agricultural processing facilities be accommodated in the three agricultural land use categories. The three primary agricultural zoning districts are the Diverse

Agriculture (DA), Land Intensive Agriculture (LIA), and Land Extensive Agriculture (LEA) Districts. A policy choice to be considered by the Planning Commission is whether or not to adopt zoning code amendments which would allow the same approval process adopted for the agricultural zones (LIA, LEA and DA) to also be applied to the Resources and Rural Development (RRD) zone as well.

The RRD zone is not an agricultural zoning district. RRD is a Resource zone. It is not covered by the County's Right-To-Farm Ordinance. However, it does allow agricultural production and agricultural processing facilities to be approved through a use permit process. As such, the RRD falls within a more general reference to "agricultural areas" as used in Goal AR-5 even though it is not included in the three agricultural zones specified in Policy AR-5a. Inclusion of the RRD in this ordinance could also be considered consistent in the context of Policy AR-9c which sought to establish procedures and standards in the Development Code to allow some agricultural activities to be approved administratively.

When the Board adopted zoning code amendment in 2012 to implement a number of the General Plan's agricultural resource policies, the code amendments were made applicable to the RRD zone as well as the in the agricultural zones (Ordinance 5694). RRD areas generally have larger parcel sizes and lower densities. Since the ministerial approvals would be limited to small facilities which comply with the proposed approval criteria, staff finds that extending ministerial approvals to qualifying small facilities in the RRD district would not impede the primary natural resource purposes of the RRD District nor conflict with the General Plan.

The ordinance's proposed standards in Exhibit "A" allow small-scale agricultural processing facilities to be approved in the RRD Zone as well as the primary agricultural zones. The legal noticing and CEQA review have been prepared to allow the Planning Commission to recommend any of the following options:

- Option 1      Approve ordinance as drafted (includes amendments to RRD zone), or
- Option 2      Modify draft ordinance to remove applicability to RRD zone.

#### **Issue 5: Applicability to processing facilities that produce alcoholic products**

As drafted, the proposed ordinance provisions would not apply to small-scale agricultural processing facilities which produce alcoholic products from their agricultural commodities, such as a winery, brewery, or distilled spirits.

The conversion of grapes or other materials into an alcoholic product is a form of agricultural processing. Under the current code requirements, a production facility which converts agricultural commodities grown on site to produce alcoholic beverages is allowed in the LIA, LEA, DA, RRD and AR zone with a use permit (if it produced alcoholic products for sale or produced more than 200 gallons for personal use).

According to the County's winery data base as of December 2012, there were 398 winery related approvals in the county. Since some sites have had more than one permit, the actual number of recognized winery facilities is about 370. According to the data base, there are about 126 wineries with capacity of 5,000 cases or less. Of these, 35 were less than 500 cases, 72 were less than 2,500 cases, and 126 were less than 5,000 cases. Of the 126, about fifty



percent (50%) were approved administratively by staff and fifty percent (50%) were approved by the BZA or BOS after a formal public hearing.

The above numbers suggest that in about half of the cases the projects were controversial. In the other half of cases, there was no request for a public hearing suggesting that there was no controversy over the small-scale proposal as conditioned by staff. This indicates that compatibility for these uses is highly variable and depends on the siting, location and design of the project – the primary reasons for requiring a use permit. There have been numerous instances where a small winery proposal has raised concerns related to noise, waste disposal, water supply and traffic, especially if tasting and retail facilities or special events are included. Nearly all small-scale wineries require direct sales (i.e. tasting rooms and events) in order to market their wines as they do not have access to distribution channels. The proposed ordinance would allow small-scale processing as a ministerial permit with no conditioning authority. These factors make it difficult to develop a set of standards that would apply in all agricultural areas and circumstances to address impacts and compatibility concerns related to wineries. As such, these issues were not addressed in the Negative Declaration. Should the Planning Commission want to look at allowing small-scale wineries as a ministerial permit, staff would need to revise the environmental document to address these issues and return at a subsequent duly noticed hearing.

#### **Issue 6: Ground water supply impacts:**

Food processors in rural agricultural zones are reliant on onsite water supplies (wells or springs) since they are not served by public or community water systems. Over 75 percent of the County is designated in water scarce areas as shown in Exhibit C attached. Class 3 zones have Marginal Groundwater Availability. Class 4 areas have Low or Highly Variable Water Yield where ground water supplies are limited and uncertain. Groundwater in these areas typically occurs in fractured bedrock rather than a porous aquifer. In addition, groundwater supplies are a area of concern in the Class 4 areas and decline is an issue of concern in of the groundwater basins such as, Sonoma Valley where Groundwater Management Plans have been adopted or are under development. The General Plan calls for implementation of an ongoing groundwater monitoring program.

The proposed code amendments would facilitate establishment of processing facilities in rural agricultural areas that rely on onsite water supplies or wells. Accordingly, the introduction of agricultural processing in these areas could potentially increase the use and drawdown of available groundwater supplies. Some preliminary estimates suggests that water use for some small-scale cheese processing could be as high as three acre-feet per year for some facilities but most would be expected to require much less than that.

The proposed ordinance's potential to result in groundwater impacts was assessed in the project Initial Study. This analysis was aided by assessments of potential groundwater impacts contained in the Program EIR (PEIR) prepared for the County's 2020 General Plan. The PEIR found that that continuing reliance upon groundwater supplies for future land uses could cause additional groundwater level declines or well interference and that the introduction of agricultural processing and other land use activities in the agricultural zones could potentially increase the use and drawdown of groundwater or result in well interference (See Impact 4.5-7 of GP2020 PEIR).

The GP2020 Program EIR concluded that not enough is known about the groundwater conditions in the major basins or in the more fractured geologic areas of the County to determine whether or not all of the land use demands for groundwater can be accommodated. The General Plan recommended that hydrogeologic studies be required of discretionary projects in the water scarce areas (groundwater availability areas Class 3 and 4) or in those ground water basins of concern (GP Policy WR-2e). The General Plan called for ongoing groundwater monitoring of discretionary permits. The proposed ordinance would change the permit requirements from a discretionary use permit to a ministerial zoning permit, indicating that groundwater monitoring may no longer apply to the small-scale processing uses. The threshold for requiring well monitoring is for uses that use more than 0.5 acre-feet/year. Operators must add a measuring tube and submit annual reports to PRMD on the amount of water used and groundwater water levels in accordance with Policy Wr-2e.

A determination of the adequacy of groundwater supplies for any project depends upon site-specific information including: existing water usage, yield of onsite well, water usage of the proposed processing and surrounding area, area available for recharge, the underlying geology of the water bearing zone, the construction details of the well, its locations relative to adjacent wells or streams, and basin wide groundwater monitoring data. The proposed ordinance requires that applicants for small-scale agricultural processing facilities submit a hydrogeologic report if they increase the overall water usage beyond that currently used on site if the site is in a Class 3 groundwater area or in an area with an adopted groundwater management plan. The report must be prepared by a qualified professional and certifies that onsite groundwater supply is adequate to meet existing and proposed uses on a sustained basis, and the operation of the small scale agricultural processing facility will not: 1) exacerbate an overdraft condition in a groundwater basin, 2) adversely affect neighboring streams, and 3) result in well interference at offsite wells. This is not a new requirement. Such hydrogeologic reports are currently required when processing use permit applications for agricultural processing facilities in these areas. The need for such site and project specific information is considered vital regardless of the level of permit review.

Policy options for consideration related to ongoing groundwater monitoring include:

- Option 1: Do not require ongoing groundwater monitoring for ministerial approvals.
- Option 2: Add ongoing groundwater monitoring as a standard for approval of the zoning permit.
- Option 3: Add ongoing groundwater monitoring as a standard only for projects that exceed the 0.5 acre-foot per year threshold.
- Option 4: Add a limit of 0.5 acre-foot per year to the standards for zoning permit approval in Class 3 areas or areas within an adopted Groundwater Management Plan area. Require a use permit for any processing that exceeds that threshold.

Recommendation: Staff recommends Option 1 - not requiring ongoing groundwater monitoring for ministerial approvals, consistent with the policy. If the

### **Issue # 7: Class 4 Groundwater Availability Areas**

As drafted, the proposed ordinance would not allow ministerial approval of agricultural processing facilities where the water supply is in a Class 4 Groundwater Availability Area where groundwater yield is typically low or highly variable. Class 4 Groundwater Availability Areas are generally fractured rock aquifers that are very difficult to characterize. The use permit process allows staff to consult with other agencies and send notices to neighbors to engage in the review process and highlight any potential issues that could occur.

Policy options for consideration by the Planning Commission include:

- Option 1: Require use permit for agricultural processing in Class 4 areas. This would allow review of agricultural processing facilities that rely on water supplies in Class 4 Groundwater Availability Areas subject to conditions of approval to ensure that potential impacts to groundwater resources are adequately addressed.
- Option 2 Allow agricultural processing in Class 4 Groundwater Availability Areas with ministerial approval if a groundwater report is prepared by a qualified professional and certifies that no impacts will result.

**Recommendation:** Staff recommends Option 1 requiring a use permit for facilities in Class 4 areas in order to notify neighbors and fully evaluate potential impacts to groundwater supplies. There are numerous instances when water availability has become a key land use issue and a source of land use conflicts. Agricultural facilities could still be proposed in Class 4 areas with a use permit. Requiring a Use Permit provides the ability to avoid or mitigate potential groundwater and surface water interaction impacts through conditions of approval. It also provides notice to neighbors and allows discovery of factors that may not be available in public records.

### **Issue 8: Onsite Sales and Promotion.**

The County's General Plan recognizes the importance of promoting Sonoma County agriculture and supports the direct marketing of produce or processed goods from the County's farms. General Plan Objective AR-1.2: indicates that the marketing of products grown or processed in Sonoma County is to be permitted in all agricultural areas.

The proposed code amendments to streamline permitting of small-scale agricultural processing facilities do not authorize retail sales, tours, and taste samplings. The zoning permit approvals would be limited to authorizing the processing facility. However, the small agricultural processing amendments do not prohibit onsite sales or promotion activities from occurring onsite as long as they are separately allowed or permitted through other provisions of the code. Though the Zoning code allows some temporary and seasonal sales as an allowed use, it requires a use permit if the onsite sales entail one or more of the following:

- 1) sales conducted on more than a temporary or seasonal basis:

- 2) sale of produce or animals which have been grown or processed offsite;
- 3) sale of processed goods from either onsite or offsite production;
- 4) sampling or tasting of agricultural products grown or processed in the county;
- 5) incidental sales of products not grown or processed by the farm operator.

Therefore, to help facilitate more direct sales the proposed ordinance also includes code changes to:

- Define temporary and seasonal sales as “Farm Stands”
- Allow sale of processed shelf-stable pre-packaged agricultural products grown on the site at “farm stands” as an allowed use, except for alcoholic beverage products.
- Define year-round sales as “Farm Retail sales” facilities
- Allow small-scale “Farm Retail Sales” facilities subject to zoning permit approval and compliance with standards.
- Establish performance standards for farm retail sales facilities in new subsection 26-88-215 (attached as Exhibit “B” to the ordinance and this staff report)
- Allow sampling of products grown or processed on-site at the above facilities with a Retail Food Facility Permit.
- Allow educational tours, community supported agriculture and participation in industry-wide promotions such as Farm Trails.

Staff considered the following optional approaches:

- Option 1. Allow Farm Stands with expanded sales of processed goods. Allow Farm Stands for temporary and seasonal sales to also sell processed agricultural products from the farm. Farms stands are currently an allowed use with no thresholds, standards or size limits, but are limited to fresh produce and live animals raised on the site.
- Option 2. Add Size limits on Farm Stands. Adopt separate performance standards or size limits that Farm Stands would have to meet in order to be considered an “allowed use”. Since the types of sales that may be conducted on a temporary and seasonal basis at Farm Stands is being expanded but there is no standards or limits on the size or intensity of such uses or activities, adding standards for the expanded sales would help ensure impacts are avoided.
- Option 3. Revise definition of “Farm Retail Sales” to include Farm Stand such that all sales operations, whether temporary or year-round, would require a

one-time zoning permit and compliance with the standards set forth in Section 26-88-215.

**Recommendation:** Staff recommends Option 1. Staff finds that the draft code amendments as drafted would implement the General Plan's Objective to permit the marketing of products grown and/or processed in Sonoma County's in all agricultural areas (GP Objective AR-1.2) and to provide expedited permitting for agricultural uses (GP Objective AR-9.2). The amendments would also be consistent with the County's Strategic Plan goals to promote a strong diverse sustainable economy that helps preserve agricultural lands. Farm stands are an allowed use in the AR zone with similar limitations. If the Farm stand uses are allowed in the AR zone, which is not an agricultural zone, it is reasonable to allow them in the agricultural zones where agriculture is the primary purpose.

### **STAFF RECOMMENDATION**

Staff recommends that the Planning Commission hold the public hearing on the proposed draft ordinance and after taking testimony to consider each of the issue areas discussed above and deliberate on the policy options, taking straw votes on each.

After concluding the deliberations, staff recommends that the Planning Commission recommend to the Board of Supervisors approval of the Negative Declaration and adoption of the ordinance.

### **FINDINGS FOR RECOMMENDED ACTION**

1. The proposed ordinance and the facilities it would facilitate are within the scope of the General Plan. The proposed amendments are consistent with the County's 2020 General Plan (GP2020) in that they incorporate into zoning the General Plan's goals, objectives, and policies.
2. The GP2020 Program Environmental Impact Report (PEIR), certified by the Board of Supervisors in September 2008, disclosed, evaluated and mitigated potential environmental impacts of General Plan goals, objectives and policies, including those calling for the accommodation of agricultural processing and marketing facilities in agricultural zones. Given the mitigating policies of the General Plan, the PEIR concluded that the cumulative effect of allowing agricultural processing and support facilities in agricultural zones was less than significant but that agriculture-related uses such as processing facilities (e.g., wineries), tasting rooms, and other visitor-serving uses in the rural areas could result in significant unavoidable impacts to rural character. Statements of overriding benefit were adopted by the Board with respect to all unavoidable impacts. The GP2020 Program EIR is available for review at the PRMD office and online at <http://www.sonoma-county.org/prmd/divpages/complandiv.htm>.
3. The proposed code amendment would not result in any new significant impacts, or a substantial increase in the severity of any previously-identified impacts, due to substantial changes in the project or its circumstances, or new information of substantial importance that was not known and could not have been known at the time of certification.

of the General Plan Program EIR in 2008. No new circumstances or new information was identified which would invalidate the cumulative program-wide impact determinations and mitigation conclusions of the GP2020 Program EIR.

4. An Initial Study was prepared in March 2014 to assess the proposed ordinance's potential to result in significant impacts. Based on that Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from the proposed ordinance, because, in addition to the mitigating policies implemented through the 2020 General Plan and the regulatory requirements of other regulatory agencies, the proposed ordinance has been crafted to avoid or minimize impacts. It only applies to small-scale facilities which have little or no impact and it incorporates approval criteria, standards, study requirements, and performance criteria to avoid the creation of significant impacts or reduce them to a level considered less-than-significant.
5. The Initial Study and Negative Declaration have been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
6. Based upon the information contained in the Initial Study and included in the project file, it has been determined that there will be no significant environmental effect resulting from this project and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Planning Commission.
7. The proposed ordinance is consistent with the primary purpose of the agricultural and resource zoning districts and would provide compatible land uses within the districts.
8. The proposed ordinance would not have a significant effect on the environment and there will not be a potential impact on biotic habitat of concern to Fish & Game.

#### **LIST OF ATTACHMENTS**

EXHIBIT A: Draft Ordinance with exhibits  
EXHIBIT B: Groundwater Availability Areas  
EXHIBIT C: Summary of Existing Regulatory Agencies  
EXHIBIT D: Negative Declaration /Initial Study  
EXHIBIT E: Draft Resolution

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#### **On file for Review:**

General Plan 2020 Program EIR. This document may be reviewed at PRMD or online at:  
<http://www.sonoma-county.org/prmd/gp2020/gp2020eir/index.htm>

DRAFT ORDINANCE NO. \_\_\_\_\_

**An Ordinance Of The Board Of Supervisors Of The County Of Sonoma, State Of California, Amending Text Of Chapter 26 (Zoning Ordinance) Of The Sonoma County Code To Allow Small-Scale Agricultural Processing Facilities And Farm Retail Sales To Be Permitted Through A Ministerial Zoning Permit Process In The Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA) And Resources And Rural Development (RRD) Zones Provided That Specified Performance Standards Can Be Met; Allow, As A Permitted Use, Additional Temporary And Seasonal Sales At Farm Stands In The Above Districts; And Allow Farm Retail Sales To Be Allowed With A Use Permit In The Agricultural And Residential (AR) Zone.**

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

**SECTION I. Findings.** The Board finds and declares that the adoption of this Ordinance is necessary and desirable to foster a healthy, diverse and economically viable agricultural industry in the County which contributes to the local economy and helps retain the use of agricultural lands for agricultural production.

The Board also finds that this ordinance further the goals of the Sonoma County 2020 General Plan by establishing provision to facilitate small-scale agriculture processing and onsite sales in agricultural areas while assuring that the scale of such facilities will be subordinate and secondary to onsite agricultural production, that land use conflicts and environmental impacts are avoided or mitigated, and that rapid and efficient permit processing procedures are established for small-scale uses.

The Board further finds that the ordinance amendments enacted by this ordinance are also consistent with and supportive of the County's Strategic Plan goals to support agriculture and agribusiness, support the viability of agriculture and the preservation of agricultural resources for food production.

The Board further finds that direct sales of agricultural products benefits the agricultural community and the consumer by, among other things, providing an alternative method for growers to sell their products direct to consumers while benefiting the consumer by supplying quality fresh produce and farm products at reasonable prices.

**SECTION II. Amendments to Definitions.** Section 26-02-140 (Definitions) of Chapter 26 of the Sonoma County Code is amended to add the following definitions.

**Farm Stand means an area accessory to on-site agricultural production for the temporary or seasonal sales and promotion of crops that are grown or raised on the site and shelf-stable, pre-packaged goods processed from onsite agricultural production that do not require refrigeration, excluding alcoholic products. Examples include: produce, eggs, honey, jams, pickles, nuts, olive oil, and similar products. Farm stands must be consistent with Section 47050 of the Food and Agricultural Code and Section 113778.2 of the Public Health and Safety Code. Sampling of products grown on-site may be allowed with a Retail Food Facility Permit. See also Tasting Room or Farm Retail Sales.**

**Farm Retail Sales means a small-scale retail facility accessory to on-site agricultural production for year-round sales of agricultural products grown or raised on the site or other properties owned or leased by the farm operator, and pre-packaged goods processed from onsite agricultural production, excluding alcoholic products. Examples include dairy and meat products that require refrigeration. Small scale farm retail sales must be in compliance with Section 26-88-215 of the County Code. Sampling of products grown or processed on-site may be allowed with a Retail Food Facility Permit. See also Tasting Room or Farm Stand.**

**Tasting Room means a retail food facility in which one or more agricultural products grown or processed in the county may be tasted and sold. Agricultural products may include alcoholic beverages.**

**SECTION III.** The following Sections of Chapter 26 of the Sonoma County Code are added

Section 26-04-010 (m) (Permitted uses) – LIA Land Intensive Agriculture District

Section 26-06-010 (q) (Permitted uses) – LEA Land Extensive Agriculture District

Section 26-08-010 (p) (Permitted uses) – DA Diverse Agriculture District

Section 26-10-010 (jj) (Permitted uses) – RRD Rural and Resource Development District

to read as follows:

**“Small-scale agricultural processing facility subject to issuance of a zoning permit in compliance with the standards of Section 26-88-210”**



**SECTION IV.** The following Sections of Chapter 26 of the Sonoma County Code are amended

Section 26-04-010 (Permitted uses) – LIA Land Intensive Agriculture District  
Section 26-06-010 (Permitted uses) – LEA Land Extensive Agriculture District  
Section 26-08-010 (Permitted uses) – DA Diverse Agriculture District

to revise the following subsections to read as follows:

- (f) Incidental cleaning, grading, packing, polishing, sizing, **storage** and similar preparation of crops which are grown on the site, but not including agricultural processing;
- (g) **Farm stands for the** temporary or seasonal sales and promotion ~~and incidental storage~~ of crops which are grown or animals which are raised on the site; **and, small-scale farm retail sales subject to issuance of a zoning permit and compliance with Section 26-88-215;**

Section 26-10-010 (Permitted uses) – RRD Rural and Resource Development District is amended to revise the following subsections to read as follows:

- (f) Incidental cleaning, grading, packing, polishing, sizing, **storage** and similar preparation of crops which are grown on the site, but not including agricultural processing;
- (g) **Farm stands for the** temporary or seasonal sales and promotion, ~~and incidental storage~~ of crops or fuel wood which are grown on the site; **and, small-scale farm retail sales subject to the issuance of a zoning permit and compliance with Section 26-88-215;**

**SECTION V.** Section 26-16-010 (Permitted uses) – AR Agriculture and Residential District is amended to revise the following subsections to read as follows:

- (i) Incidental cleaning, grading, packing, polishing, sizing, **storage** and similar preparation of crops which are grown on the site, but not including agricultural processing;
- (k) **Farm stands for the t**emporary or seasonal sales and promotion of agricultural products grown or processed on site (including sampling of non-alcoholic products processed on site, tours, educational visits, but not tasting rooms that sell or serve alcoholic beverages or consumption

of alcoholic beverages by retail consumers or the public) ~~and incidental storage of crops which are grown on the site;~~

**SECTION VI.** Section 26-16-020 (Uses permitted with a use permit) – AR Agriculture and Residential District is amended to revise the following subsection to read as follows:

(y) **Small-scale farm retail sales in compliance with Section 26-88-215;**

**SECTION VII. Article 88 of Chapter 26 of the County Code** is hereby amended to add Subsection 26-88-210 (Small-scale Agricultural Processing Facility) as shown in Exhibit A.

**SECTION VIII. Article 88 of Chapter 26 of the County Code** is hereby amended to add Subsection 26-88-215 (Small-scale Farm Retail Sales) as shown in Exhibit B.

**SECTION IX. Environmental Determination.** Based upon the information contained in the Initial Study dated March 21, 2014 and included in the project file, the Board further finds that changes to the zoning code to implement the General Plan policies to allowing agricultural processing and expedited permit processing in agricultural areas will not result in any significant environmental effect from the ordinance or from facilities subsequently approved under it. A Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Board. The Director of Permit and Resource Management is directed to file a Notice of Determination in accordance with CEQA and the state CEQA Guidelines.

**SECTION X. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional and invalid, such decision shall not affect the validity of the remaining portion(s) of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or invalid.

**SECTION XI. Effective Date.** This Ordinance and all amendments to the Sonoma County Code as set forth within shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. This

Ordinance shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in *The Press Democrat*, a newspaper of general circulation published in the County of Sonoma, State of California.

**SECTION X. Custodian of Documents.** The Clerk of the Board of Supervisors shall be the custodian of the documents and other materials which constitute the record of the proceedings upon which the Board's decision is based.

**IN REGULAR SESSION** of the Board of Supervisors of the County of Sonoma, introduced, passed, and adopted this \_\_\_\_ day of \_\_\_\_\_, 2014, on regular roll call of the members of said Board by the following vote:

**Supervisors:**

Gorin:	Zane:	Carrillo:	McGuire:	Rabbitt:
Ayes:	Noes:	Absent:	Abstain:	0

**So Ordered.**

**WHEREUPON**, the Chair declared the above foregoing Ordinance duly adopted and

**SO ORDERED.**

\_\_\_\_\_  
Chair, Board of Supervisors  
County of Sonoma

**ATTEST:**

\_\_\_\_\_  
Veronica Ferguson  
Clerk of the Board of Supervisors

**Sec. 26-88-210. Small-Scale Agricultural Processing Facility**

**(A) Purpose.** This section establishes performance standards for small-scale agricultural processing facilities to support agricultural production and facilitate start up operations, while ensuring neighborhood compatibility and minimizing potential for environmental impacts. Where allowed by the base zone, a small-scale agricultural processing facility may be permitted with a zoning permit when documentation is provided that all of the performance standards set forth in subsection (C) are met.

**(B) Applicability.** Small-scale agricultural processing facilities shall be permitted only in the agricultural and resource zones: LIA (Land Intensive Agriculture), LEA (Land Extensive Agriculture), DA (Diverse Agriculture) and RRD (Resource and Rural Development). Small-scale agricultural processing does not include processing operations that produce alcoholic or cannabis products or involve animal slaughter and/or meat cutting and packing. Agricultural processing operations or facilities not meeting the following performance standards may still be permitted where allowed by the base zone, subject to issuance of a use permit.

**(C) Performance Standards.** Small-scale agricultural processing facilities shall comply with the following standards in addition to the requirements of the base zone and other applicable combining zones.

- (1) Minimum Parcel Size.** Small agricultural processing facilities must be located on a parcel of at least two (2) acres in size.
- (2) Number of Facilities.** No more than one (1) small-scale agricultural processing facility may be approved per contiguous ownership.
- (3) Sensitive Environmental Resource Areas.** A biotic study prepared by a qualified professional shall demonstrate that sensitive environmental resource areas are avoided. The study may be waived by the Director if the facility is located in a previously developed area.

- (4) **Square Footage Limitations.** All small-scale agricultural processing activities shall be conducted inside a building or in covered outdoor areas. The total combined square footage of all such facilities, including buildings and areas where agricultural products are processed, aged, stored, packaged, and related equipment, testing, and administration and wash areas, shall not exceed 3,000 square feet in size.
- (5) **Processing Commodities.** At least seventy percent (70 %) of the agricultural commodities used in the processing must be grown on-site or on lands owned or leased by the operator in the County.
- (6) **Customer and Site Visitor Management.** The processing facility shall not be open to the public in any capacity, including retail sales, tours, promotional events, taste sampling, beyond that otherwise allowed or permitted through other provisions of this Chapter.
- (7) **Compliance with other Agency and Statutory Requirements.** The operator shall comply with all applicable building, plumbing, electrical, fire and hazardous material codes set forth in the County Code. The operator shall also comply with all laws and regulations applicable to the type of processing facility proposed and obtain and or comply with all permit, license, approval, inspection, reporting and operational requirement required by other local State and Federal regulatory agencies having jurisdiction over the type processing operations proposed, and shall provide copies or other agency verification to Permit and Resource Management Department to serve as verification for such compliance.
- (8) **Water System.** The water supply well shall conform to the applicable requirements of Chapter 25b Water Wells of the County Code. The system must meet any performance or construction standards stipulated in the operational permits and/or well construction permit.
- (9) **Water Supply - Quality.** The water supply used by the agricultural processing facility shall comply with all applicable water quality

standards and monitoring requirements as required set forth by the applicable regulatory permitting agencies. Operators shall be responsible for submitting verification of compliance from the appropriate agency.

**(10) Water Supply – Quantity.** For purposes of this section, the onsite water supply shall be considered adequate if:

- (i) The proposed processing facility would not result in a net increase in water use on site; or
- (ii) The water source is in Groundwater Availability Zones 1 and 2 and is not within a groundwater basin which has an adopted groundwater management plan; or
- (iii) The water source is in Groundwater Availability Zone 3 or is within a groundwater basin covered by an adopted groundwater management plan, and a qualified professional prepares a hydrogeologic report providing supporting data and analysis and certifying that the onsite groundwater supply is adequate to meet existing and proposed uses on the site on a sustained basis, and the operation of the agricultural processing facility will not: 1) exacerbate an overdraft condition in a groundwater basin; 2) adversely affect neighboring streams; or 3) result in well interference at offsite wells.

**(11) Waste Management.** A waste management plan addressing the storing, handling and disposing of all waste by-products of the processing activities shall be submitted for review and approval by the Director. This plan should characterize the volumes and types of waste generated, and the operational measures that are proposed to manage and dispose, or reuse the wastes in an environmentally sound manner which does not result in nuisance complaints or health hazards.

Where waste discharge is within the jurisdiction of a Regional Water Quality Control Board, the owner or operator shall provide the Director with documentation of Waste Discharge Requirements, or waiver thereof, and shall comply with applicable discharge and monitoring conditions.

- (12) **Septic Systems.** The owner shall maintain a properly functioning septic system which complies with sewage disposal regulations set forth in Chapter 24 of the County Code. The nature and quantity of the waste discharged shall not exceed the design capacity of the septic system and any restrictions unless a new code-conforming replacement septic system is built. Septic systems built before 1975 need additional testing in order to determine the design capacity of the system. Proper functioning and design capacity of the septic system shall be verified by a registered Civil Engineer or registered Environmental Health Specialist.
- (13) **Hours of Operation.** Indoor processing activities may be conducted seven days a week, 24-hours per day as needed. Outdoor processing activities, deliveries and shipping shall be limited to the hours from 7 a.m. to 10 p.m., except during harvest when the hours may be extended for limited periods.
- (14) **Noise Limits.** Noise generation shall not exceed the General Plan noise standards
- (15) **Signage.** The small agricultural processing facility shall be limited to one attached, non-illuminated, two (2) square-foot sign.
- (16) **Lighting.** All exterior night lighting fixtures shall be fully shielded and downward casting and do not cause glare or spill over onto neighboring properties or roadways.
- (17) **Setbacks.** In addition to structural setbacks required elsewhere in the code, Agricultural processing facilities shall be set back a minimum of sixty feet (60') from watering troughs, feed troughs, and buildings, pens or similar quarters where livestock or poultry congregate or are confined.

**Sec. 26-88-215. Farm Retail Sales**

- (a) Purpose.** This section establishes standards for on-farm retail sales to encourage and increase opportunities for access to healthy foods, support continued use of agricultural lands for agricultural production, improve the economic viability of farming enterprises, while retaining the rural character of agricultural areas and ensuring the potential for land use conflicts and environmental impacts are minimized.
- (b) Applicability.** This section shall apply to farm retail sales of products grown on site or other lands in the county owned or leased by the farm operator as allowed by the base zone, excluding alcoholic beverages and cannabis products.
- (c) Standards.** Small-scale Farm Retail Sales facilities are permitted with a zoning permit subject to the following requirements.
- (1) Minimum parcel size.** Small agricultural retail sales facilities must be located on a parcel of at least two (2) acres in size.
  - (2) Maximum Size:** The maximum retail area shall not exceed 500 square feet. For purposes of this standard, outdoor growing areas of U-pick and U-cut operations shall not apply to the facility size calculation.
  - (3) Building Permit.** Retail sales facilities shall require a building permit and comply with applicable building codes including requirements for accessibility, restrooms, and washing facilities.
  - (4) Onsite sales:** Onsite retail sales shall be limited to whole produce, eggs, honey or value-added prepackaged foods or non-food products processed from crops grown on site or other lands owned or leased by the farm operator.
  - (5) Incidental Sales:** Not more than 50 square feet of the retail sales area may be devoted to the sale of incidental packaged food or beverage items (such as sodas, bottled water) or other



non-food promotional items not produced by the owner or operator of the agricultural enterprise.

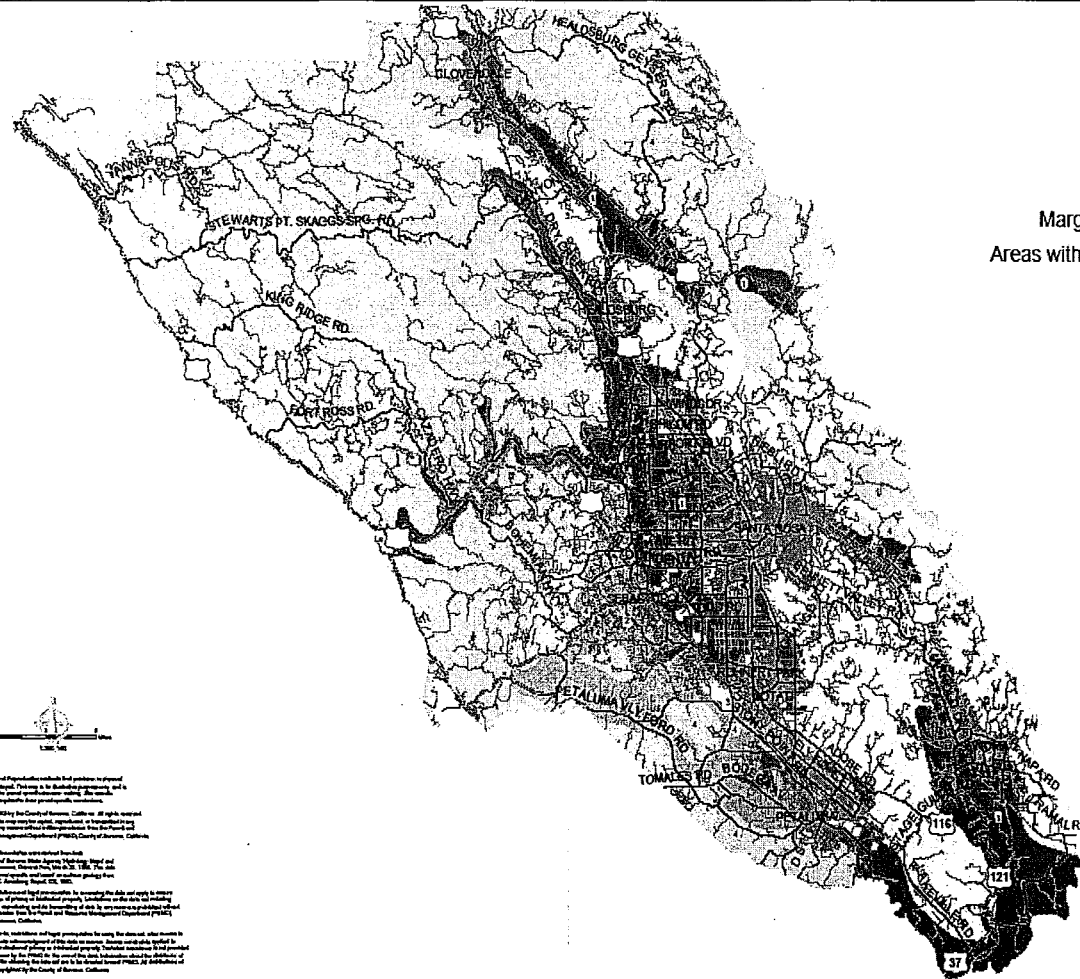
- (6) **Hours of operation:** Hours of operation for retail sales facility shall be limited to 7:00 a.m. to 7:00 p.m. seven days per week.
- (7) **Food Safety:** All food storage, handling, labeling and retailing shall comply with the California Retail Food Code and other applicable federal, state and local laws and food safety regulations and permitting requirements.
- (8) **Food serving and preparation:** Food serving and preparation shall be limited to sampling of fresh produce and prepackaged processed foods grown on site in compliance with a retail food facility permit.
- (9) **Signage:** Signs up to 16 square feet are allowed in compliance with Article 84 of this Chapter. Sign text shall be limited to the name of the agricultural enterprise, the address, and the general type of produce sold. Banners, flags or balloons or cost advertisements shall not be allowed. One portable sandwich board sign is allowed on site, provided that it is removed when the facility is closed. Offsite signs are prohibited.
- (10) **Incidental Agricultural Promotional Activities:** Educational tours for promotion of agricultural products are allowed. Participation in community supported agriculture, farm trails and similar promotional activities is allowed.
- (11) **Setbacks:** Sales facilities shall meet the setbacks of the base zone and any combining zones.
- (12) **Access and Off-street parking:** Farm retail sales facilities shall be located on parcels having direct access to a publicly maintained road. A minimum of three spaces is required on-site. All customer and employee parking shall be provided onsite.

**(13) Noise:** Noise generation shall not exceed General Plan noise standards.

**(14) Weights and measures:** All scales used for retail sales shall be approved for commercial use and sealed by the Sonoma County Agricultural Commissioner's Office of Weights and Measures.


DRAFT


# Groundwater Availability




### Legend

#### Groundwater Availability Classifications

Major groundwater basin (Zone 1) 

Major natural recharge area (Zone 2) 


Marginal groundwater availability area (Zone 3) 


Areas with low or highly variable water yield (Zone 4) 

#### Base Map Data

City Boundaries 

Major Roads 

Highways 

Streets 



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FOR THE CITY OF SANTA ROSA  
 Author: PRM/D  
 Cartography: S. Mason  
 File No.: 010001\_0001/Department/Geographic Information Systems  
 Date: 04/01/2004

### Permit and Resource Management Department

1550 Ventura Avenue, Santa Rosa, California 95403  
 707-565-1907 FAX 707-565-1103



## **Exhibit "C": Regulatory Agencies**

Though agriculture processing may include processing into products which are not intended for human consumption, the majority of agricultural processing entails processing the agricultural commodities into "value added" food or beverage products for consumption. Food production and processing is highly regulated by the following Federal, State and local agencies.

### **California Dept. of Food and Agriculture (CDFA)**

- Administers California Food and Agriculture Code
- Licenses milk and dairy product plants and inspects dairy farms and processing plants (Milk and Dairy Safety Branch (MDFS))
- Licenses egg handlers (Egg Safety and Quality Management program)
- Licenses meat and poultry products plants

### **California Dept. of Public Health (CDPH) Food and Drug Branch (FDB)**

- Administers Health and Safety Code
- Regulates and permits food processing facilities and canneries
- Issues Food facility permits and Processed Food registration (PFR)
- Permits water systems for food processing facilities

### **California Dept. Alcoholic Beverage Control (ABC)**

- Licenses wineries, breweries and distilled spirits plants

### **Sonoma County Health Services Department**

- Enforces Retail Food Act Processed and Chapter 14 of the County Code
- Employee Food handler training and certification
- Food facility plan review.
- Issues Retail food license and food facility permits or operations that sell food directly to consumers

### **Regional Water Quality Control Board**

- Permits waste disposal plans

### **Federal Food and Drug Administration (FDA)**

- Food facilities/food canning establishments must register with FDA

### **United States Department of Agriculture (USDA)**

- Regulates meat, poultry and egg products

### **Sonoma County Agricultural Commissioner's Office**

- Certifies growers

### **Sonoma County Permit and Resource Management Department**

- Reviews construction plans and issues construction permits
- Enforces County Codes including local zoning, building, fire, sewage disposal and water supply regulation



# Sonoma County Planning Commission **MINUTES**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: April 10, 2014  
Meeting No.: 14-04

## ROLL CALL

### Commissioners

Shawn Montoya  
Paula Cook  
Pam Davis  
Jason Liles  
Dick Fogg, Chair

### Staff Members

Jennifer Barrett  
David Schiltgen  
Sue Dahl  
David Hurst, Chief Deputy County Counsel

**1:00 PM** Call to order and Pledge of Allegiance

**Minutes Approved** - March 6, 2014 BZA

**Correspondence**

**Board of Supervisors Actions**

**Commissioner Announcements/Disclosures**

**Public Appearances**

**Items scheduled on the agenda**

## REGULAR CALENDAR

Item No.1 Time: 1:05 p.m. File: ORD13-0004  
Applicant: County of Sonoma PRMD Staff: David Schiltgen  
Env. Doc: Categorical Exemption  
Proposal: PRMD is proposing text changes to the Zoning Code that would allow a faster, more cost effective, approval process for small-scale agricultural processing facilities within the following zones: Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA), and Resources and Rural Development (RRD). The proposed code amendments also include provisions to allow and facilitate more retail sale of farm products directly to consumers from farms located in the LIA, LEA, DA, RRD, and AR Zones.  
Location: Countywide  
APN: Multiple Supervisorial District: All  
Zoning: LIA, LEA, DA, RRD and AR zones.

**David Schiltgen** summarized the staff report, which is incorporated herein by reference.

EXHIBIT C

### **Public Hearing Opened. Speakers**

**Norman Gilroy, Schellville**, CAFF (Community Alliance of Farms) member, was involved in the General Plan update, and is very familiar with the issues. He supports finding methods by which to enable small farmers to get a foothold in farming. Most small family farms are on AR zoned lands. It is products grown on these small farms that go to farmers markets, create ag tourism, and local character. CAFF requested that existing operations be grandfathered in. Mr. Gilroy commented that farmstands are already an allowed use.

The County's use of thresholds could be problematic due to the different types of product and processing. For example, raspberries not sold at farmers markets get made into jam, so there needs to be a secondary way to process foods. In the AR zone, Gilroy suggested that the reducing the minimum lot size, and he has seen some operations do well on ½ an acre. Gilroy asked that the ordinance be expanded to include ag production. CSA's need to be called sales and should be exempted and allowed to continue, and existing signage should be grandfathered in. The farmstand language in the draft ordinance should be clarified. Gilroy submitted a six page letter with suggestions and the options that CAFF supports, which is incorporated herein by reference. CAFF would like to see a three tiered approach to processing whereby the smallest level would be allowed with no requirement for a permit. Mr. Gilroy suggested that Cottage Food operation be allowed. CAFF supports criteria requiring 70% of materials to be produced by operations at ag processing facilities.

**Linda Hopkins, Eastside Road**, asked that CSAs be exempted. On page 2 of the ordinance, she asked that "crops" be changed to "products." She asked that staff consider the state safe food bill during the permitting process.

**Wendy Krupnick** thanked staff and said that the AR zone needs to be addressed. She expressed concern about whether new operations that require water use would be allowed, and asked that wool, hides, medicinal herbs, and other types of ag processing be added to the definitions. Wendy also indicated that some products would not meet criteria requiring 70% of ingredients to come from the operation.

**Terry Harrison, CAFF** requested that sale of chickens be added.

**Shelley Mills, Redwood Hill Farm**, thanked staff for recognizing the need to address small ag processing facilities in Sonoma County, which will help ag remain viable and protect open space. Farm tours and products are an important part of ag tourism in Sonoma County. Mills noted that different products can require a different amount of space and cheese production could take up a lot less space than cheese curing time. Increasing the size limit of the building could prevent increased traffic, and this should be considered.

**Rue Furch, Sebastopol**, stated that Sonoma County brings much needed agricultural products to the Bay Area and they need to be able to have a shelf life. Thresholds are useful for across the counter permits, but consideration needs to be given to impacts. Every product is different and requires different processing. The County might also consider allowing imports from neighboring counties, and Ms. Furch supports incorporation of pervious surfaces to protect water.

**John Azevedo, Healdsburg farmer and member of Farm Bureau**, supports up to 5,000 square feet of building space, depending on what is necessary for processing and storage. 3,000 square feet won't cut it. Regarding the 30/70 percentage issue, 50% would be more appropriate for importation. Azevedo recommends allowing one facility per parcel of contiguous ownership to support starter farms, something which Supervisor Zane supports. He recommended including AR zoned parcels, many of which are members of the Farm Bureau.

**Heidi Hermann** teaches farming at SRJC, and supports the ordinance. For AR lands she recommended lowering minimum parcel size to one acre.

**Deputy Director Barrett** explained that the Board already amended the AR zone to allow ag processing in 2012 and a use permit is required to ensure compatibility with residential uses. At that time the Board directed staff to streamline permitting in the ag zones, which is the focus of this effort. Consideration of inclusion of the AR zones was not part of the official notice, and to discuss, we would need to renote the hearing.

**Review of the staff report:**

### **Level of approval for small scale ag processing.**

**Commissioner Liles** stated that he was reluctant to make changes in this area without more community involvement, and this could be a problem in his district. He wanted more information before committing to a decision.

**Commissioner Montoya** said that this is not the case in his district. While being asked to streamline processes, we want to avoid putting up roadblocks. The initial ordinance will define what needs to be addressed, and should be clarified so people can better understand what we are trying to streamline. Mr. Gilroy is asking for the same provisions to be allowed in the AR zone as the other ag zones have.

**Deputy Director Barrett** repeated that AR zoning is not in the discussion today and had not been analyzed or noticed. The BZA could continue and direct staff to further evaluate and notice another hearing to consider.

Staff recommended ministerial zoning permit with standards – Option 2 requires a use permit where the project will be noticed, and if there is opposition, it will go to hearing.

The commission was undecided on the issue of making it a ministerial permit and the discussion was continued. The BZA asked PRMD to provide the Planning Commission with additional discussion and options for providing notice to neighbors.

### **#2 Definition of Small Scale Ag Processing Facility**

Staff recommends Option 1 – 3,000 square foot maximum building size. Since there is an existing policy in place, staff is trying to be consistent, and it seems to be the maximum square footage needed to handle production from a small family farm. The Board approved changes to the AR district in 2012, allowing ag processing with a use permit and establishing a two-tier approach. In Marin County, they allow a maximum building size of 5,000 square feet, but they have fewer farms, larger parcels and less variety of ag products. Marin's approval processes are different than Sonoma County.

**Commissioner Montoya** was reluctant to agree, and said it was a difficult decision. He did not want to limit the size and then find out more was needed. He said he could support Option 3 with variations.

**Commissioner Liles**, referring to the 2 acre minimum lot size, noted CAFF's comments that young farmers start out on smaller parcels. He was doubtful that a smaller parcel could accommodate farming, a single family dwelling, a second unit, wells, and complying with the other requirements for septic / leachfields, and a processing facility. A 3,000 processing facility seems like a lot of space on 2 acre parcel with all the other development. It might work in some areas, but **Commissioner Liles** did not support a "one size fits all" policy.

**Deputy Director Barrett** stated that if an applicant doesn't meet the standards they can always come in and get a use permit and in most cases the hearing will be waived. We issue 50% of all use permits for small ag processing facilities administratively with hearing waivers.

**Commissioner Montoya** indicated that some operations may require more than 3000 square feet, which would require them to apply for a use permit.

**Staff Schiltgen** stated that the 3,000 square foot maximum requirement meets most needs. There is already a precedent for approval of small scale wineries administratively, and 3,000 square foot building roughly equals what a 5,000 case winery would need with on-site storage.

**Deputy Director Barrett** indicated that another factor is how long a product needs to be aged, which increases the need for additional square footage. The Building Division already defines small ag processing facilities as 3,000 square feet, and we recommend that we maintain consistency across the divisions of PRMD.

**Commissioner Davis** supported Option 1. **Commissioner Cook** said that Option 3 gives more flexibility with a two tier approach.

**Commissioner Fogg** commented that the AR zone has many parcels of less than three acres in size.

**Staff Schiltgen** indicated that the 2,500 square feet size threshold is normal for a Categorical Exemption under CEQA.

**Commissioner Davis** thought that the 3,000 square foot maximum amount was reasonable without a Use Permit.

A straw vote was taken to approve Option 1. The vote failed with 2 aye / 3 no vote. The commission may consider 3,000 square feet if the parcel is less than five acres, and 5,000 square feet if over five acres, but wanted to review thresholds after going through the standards.

### **#3 Onsite Production Requirement.**

Unanimous support for Option 1: 70% of agricultural commodities produced on site

### **#4 Applicability to the RRD Zone.**

Staff recommendation is Option 1. **Commissioner Davis** wanted to add a requirement for the Right to Farm Declaration. **Staff Schiltgen** stated that this ordinance does not apply to RRD zoned lands, only to the three agricultural zones. **Counsel Hurst** stated there could be obstacles.

Unanimous support for Option 1: Approve the ordinance as recommended by staff (including amendments to the RRD zone).

### **Issue 5: Applicability to Processing Facility that Produces Alcoholic Products.**

Unanimous support **not** to revise.

### **#6 Groundwater Supply Impacts.**

**Staff Potter** indicated that a key consideration will be whether or not the facility increases water use. The ordinance is set up to include minimizing impact on groundwater levels.

**Commissioner Davis** supports groundwater monitoring and said it is important to have data.

**Terry Harrison, CAFF**, said it could be a problem evaluating data if there is only one well that it used both for irrigation and processing.

**Commissioner Cook** expressed concern about cost.

The commission unanimously supported Option 2: Add ongoing groundwater monitoring as a standard for approval of the zoning permit.

### **#7 Class IV Groundwater Availability Areas.**

The commission unanimously supported Option 1: Require use permit for ag processing in class 4 areas.

### **Issue 8: Onsite Sales and Promotion.**

**Staff Schiltgen** indicated that a farmstand can have a fridge, and that the California Food Code states which foods are at risk. **Commissioner Liles** opposes soft drink sales at farm stands.

The commission unanimously supported Option 1 with revision to allow 10% of the floor area up to a maximum of 50 square feet for incidental sales of non-farm products at farm stands and retail sales facilities.

**Other determinations:**



The commission unanimously agreed to not expand to consider ministerial permits in the AR District, but to recommend that the Board of Supervisors look at this as a separate effort, if desired.

The commission unanimously agreed not to reduce minimum lot size to 1 acre, but to remain at two acres.

CSA will be pulled out and given it's own heading as an allowed activity.

Staff was directed to provide a separate listing for farmstand and farm retail sales and to simply state what is allowed and to provide a comparison table showing what is allowed at each.

Signage: Bring back sign option and revise text. Limit to one sign, allow up to 16 square feet collocated with other signs. Commissioner Montoya asked that staff correct that farm retail sales called out building permits but not in processing.

Clarify extent and type of incidental sales to allow 10% up to 50 square ft.

Applicability section 88-210: Delete: "only."

Add stay of enforcement clause to ordinance.

Allow educational tours at processing facilities subject to building code and accessibility requirements.

Make sure criteria in Section 88-210 include building code compliance.

Talk to CAFF about reasonable sign for ag processing facilities and come back with recommendation.

Include the recommendations for permeable surfaces in the Boulton letter.

Add referral to Area Plans

Action: Continued to May 22, 2014 at 1:5 p.m.  
Appeal Deadline:  
Resolution No.:

Fogg:	Montoya:	Cook:	Liles:	Davis:
Ayes:	Noes:	Absent:	Abstain:	

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Minutes adopted May 22, 2014



# COUNTY OF SONOMA

## PERMIT AND RESOURCE MANAGEMENT DEPARTMENT

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

### MEMO

**Date:** May 22, 2014  
**To:** Planning Commission  
**From:** Sandi Potter  
**Subject:** ORD13-0004 small-scale agricultural processing and onsite sales.

Please consider the attached revisions to the ordinance to respond to additional comments received. The changes include:

1. Clarified that the ordinance does not apply to Cottage Food Operations which are defined separately. We included a definition of Cottage Food Operator and clarified under subsection B Applicability in both the Small Ag Processing and Farm Retail Sales standards that Cottage Food Operations are an allowed use in a primary residence. We will also add a reference to our website linking to the Health Department's website for more information on permits for Cottage Food Operators.
2. Clarification requested by Code Enforcement to the Stay of Enforcement provision on page 5. PRMD cannot stay enforcement of accessibility requirements under state law.
3. Clarified that sampling is allowed, but no other food service on page B-2

At the last meeting the Planning Commission discussed using a two-tiered size threshold based on parcel size as shown in Section 26-88-210 (C) 1 on page A-1 but deferred a decision on that until the appropriate type of permit and notice was determined.

Staff added an additional setback of 300 feet from adjacent residential uses for outdoor loading and activity areas as shown in Section 26-88-210 C 19. This was to address any compatibility concerns related to noise.

#### ATTACHMENTS:

Revised Draft Ordinance

County of Sonoma  
Santa Rosa, California

May 22, 2014  
ORD13-0004 Sandi Potter

RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING TO THE BOARD OF SUPERVISORS THE ADOPTION OF AN ORDINANCE AMENDING CHAPTER 26 (THE ZONING ORDINANCE) OF THE SONOMA COUNTY CODE IN ORDER TO ALLOW SMALL-SCALE AGRICULTURAL PROCESSING FACILITIES TO BE MINISTERIALLY PERMITTED; ALLOW MORE ONSITE SALES TO BE CONDUCTED AT FARMSTANDS AS AN ALLOWED USE; AND ALLOW ADDITIONAL FARM RETAIL SALES TO BE MINISTERIALLY PERMITTED, IN THE LAND INTENSIVE AGRICULTURE (LIA), LAND EXTENSIVE AGRICULTURE (LEA), DIVERSE AGRICULTURE (DA) AND RESOURCES AND RURAL DEVELOPMENT (RRD) ZONES; AND TO ALLOW FARM RETAIL SALES FACILITIES WITH A USE PERMIT IN THE AGRICULTURE AND RESIDENTIAL (AR) ZONE PROVIDED THAT SPECIFIED STANDARDS AND APPROVAL CRITERIA CAN BE MET.

WHEREAS, the County of Sonoma adopted the Sonoma County General Plan 2020 (GP2020) on September 23, 2008, including the Agricultural Resources Element which set forth goals, objectives and policies to allow agricultural processing in agricultural areas, permit marketing of agricultural products grown or processed in the County in areas designated for agricultural use and allow more minor agricultural uses to be approved through a simpler administrative approval process; and

WHEREAS, the Permit and Resource Management Department has proposed amendments to the Zoning Code to implement these goals, objectives and policies, and

WHEREAS, a duly noticed public workshop to introduce the proposed zoning code amendments and receive public input was hosted by PRMD staff on March 5, 2014; and

WHEREAS, an Initial Study and Negative Declaration were prepared for the proposed project and circulated and made available for public review on March 20, 2014, pursuant to the California Environmental Quality Act; and,

WHEREAS, Permit and Resource Management staff prepared a report, dated April 10, 2014, for the Planning Commission reviewing the proposed amendments, setting forth the proposed regulatory changes necessary to implement the General Plan goals, objectives and policies; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held duly noticed public hearings on April 10, 2014 at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission, having considered all materials, file information, all public and agency comments, and all reports from staff, and the proposed Ordinance revisions, does make the following findings:

1. The proposed ordinance and the facilities it would facilitate are within the scope of the General Plan. The proposed amendments are consistent with the County's 2020 General Plan (GP2020) in that they incorporate into zoning the General Plan's goals, objectives, and policies.

2. The GP2020 Program Environmental Impact Report (PEIR), certified by the Board of Supervisors in September 2008, disclosed, evaluated and mitigated potential environmental impacts of General Plan goals, objectives and policies, including those calling for the accommodation of agricultural processing and marketing facilities in agricultural zones. Given the mitigating policies of the General Plan, the PEIR concluded that the cumulative effect of allowing agricultural processing and support facilities in agricultural zones was less than significant but that agriculture-related uses such as processing facilities (e.g., wineries), tasting rooms, and other visitor-serving uses in the rural areas could result in significant unavoidable impacts to rural character. Statements of overriding benefit were adopted by the Board with respect to all unavoidable impacts. The GP2020 Program EIR is available for review at the PRMD office and online at <http://www.sonoma-county.org/prmd/divpages/compplandiv.htm>.
3. The proposed code amendment would not result in any new significant impacts, or a substantial increase in the severity of any previously-identified impacts, due to substantial changes in the project or its circumstances, or new information of substantial importance that was not known and could not have been known at the time of certification of the General Plan Program EIR in 2008. No new circumstances or new information was identified which would invalidate the cumulative program-wide impact determinations and mitigation conclusions of the GP2020 Program EIR.
4. An Initial Study was prepared in March 2014 to assess the proposed ordinance's potential to result in significant impacts. Based on that Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from the proposed ordinance, because, in addition to the mitigating policies implemented through the 2020 General Plan and the regulatory requirements of other regulatory agencies, the proposed ordinance has been crafted to avoid or minimize impacts. It only applies to small-scale facilities which have little or no impact and it incorporates approval criteria, standards, study requirements, and performance criteria to avoid the creation of significant impacts or reduce them to a level considered less-than-significant.
5. The Initial Study and Negative Declaration have been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
6. Based upon the information contained in the Initial Study and included in the project file, it has been determined that there will be no significant environmental effect resulting from this project and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Planning Commission.
7. The proposed ordinance is consistent with the primary purpose of the agricultural and resource zoning districts and would provide compatible land uses within the districts.
8. The proposed ordinance would not have a significant effect on the environment and there will not be a potential impact on biotic habitat of concern to Fish & Game.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed Ordinance amending Chapter 26 of the Sonoma County Code, as attached.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon

which the Commission's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner Davis who moved its adoption, seconded by Commissioner Cook, and adopted on roll call by the following vote:

Commissioner Fogg	aye
Commissioner Montoya	aye
Commissioner Cook	aye
Commissioner Liles	aye
Commissioner Davis	aye

Ayes:            Noes:            Absent:            Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.



*Sonoma County Planning Commission*  
**DRAFT MINUTES**

Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

Date: May 22, 2014  
Meeting No.: 14-06

**ROLL CALL**

**Commissioners**

Shawn Montoya  
Paula Cook  
Pam Davis  
Jason Liles  
Dick Fogg, Chair

**Staff Members**

Jennifer Barrett  
David Schiltgen  
Sue Dahl  
David Hurst, Chief Deputy County Counsel

**ADA Accessibility:**

**1:00 pm** Call to order and Pledge of Allegiance.

**Minutes Approved** – April 10, 2014 BZA

**Correspondence**

**Board of Supervisors Actions**

**Commissioner Announcements/Disclosures**

**Public Appearances**

Kathy Pons, Kenwood stated that she listened to the Cornell Winery item at the Board, and that it is apparent that certain areas of the county are suffering from groundwater depletion. The Sonoma Valley Groundwater Management Plan is studying this situation. We need ways to flag areas of groundwater depletion and to notify future applicants right off the bat of those areas, and find a way to not allow applicants to manipulate the situation to appear that there is enough water. The net offset does not always pan out in reality as well as it does on paper, and we need to be mindful of places where the resources do not meet the project.

**REGULAR CALENDAR**

**Item No. 1**

Time: 1:05 p.m.  
File: ORD13-0004  
Applicant: County of Sonoma PRMD  
Staff: Sandi Potter  
Con't from: April 10, 2014

Env. Doc: Negative Declaration  
Proposal: PRMD is proposing text changes to the Zoning Code that would allow a faster, more cost effective, approval process for small-scale agricultural processing facilities within the following zones: Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA), and Resources and Rural Development (RRD). The proposed code amendments also include provisions to allow and facilitate more retail sale of farm products directly to consumers from farms located in the LIA, LEA, DA, RRD, and AR Zones.  
Location: Countywide  
APN: Multiple  
District: All  
Zoning: LIA, LEA, DA, RRD and AR zones.

**Sandi Potter** summarized the staff report, which is incorporated herein by reference.

### **Public Hearing Opened at 1:30**

**Speakers: Terry Harrison, CAFF**, supports expanding the ordinance to allow small poultry processing as suggested by Farm Trails and the Farm Bureau.

**Carmen Snyder** from Farm Trails, submitted a written comment letter that had not been received by PRMD in time for the hearing. Carmen agreed with Harrison and also supported the Farm Bureau recommendation that farm retail sales be allowed to operate till 6:00 p.m. Farm Trails encourages the Board of Supervisors to allow poultry farming as part of small scale agricultural production as an alternative to a Use Permit for facilities with fewer than 25,000 birds. Farm Trails supports Option 2 for administrative zoning permit.

**Deputy Director Barrett** said that the Code defines animal slaughtering as a separate land use from agricultural processing, animal slaughter is not addressed in this ordinance.

**Norman Gilroy, CAFF**, supports Option 1 and possibly Option 3 for permit thresholds if the lower building size limit was 3,000 square feet. He supports closing farm retail sales facilities at 6:00 p.m. Gilroy expressed concern about the requirement for a 300 foot setback from residential uses, which could be problematic. He supported 100 feet separation and reducing the minimum lot size to one acre or make special case provisions for certain applicants. Gilroy thanked staff for their work.

**Wendy Krupnick, Santa Rosa**, wondered why banners and flags for retail sales and farm stands are prohibited. She would like them to be allowed. The hours of operation were not clear and should be extended during harvest.

**Rue Furch, Sebastopol**, thanked staff for taking on the issue of supporting small agricultural processing facilities. She concurred with CAFF's comments, and suggested that there could be thresholds established that link the closing time to the level of service for the road, with facilities on more heavily travelled roads being allowed to stay open later.

**Ms. Furch** wondered, since there is no notification for ministerial permits, how it could be appealed by neighbors within ten days if the project was not noticed. Some kind of noticing is needed to let people know what is happening.

**Deputy Director Barrett** stated that we don't require noticing on ministerial permits. However, if someone complains and wants to appeal we will issue a courtesy notice and give them 10 days from the date of the letter.

**Ms. Furch** suggested adding a purpose and finding championing small agricultural processing as diverse agriculture consistent with the General Plan. She requested that community supported agriculture be defined, and stated that Exhibit A of the ordinance of process agricultural products did not say if storage is included or excluded in the square footage limits. Ms. Furch recommended incorporating groundwater management plans into the ordinance, as many are going forward. She asked what the intention was of requiring operators of facilities to live on site. **Ms. Furch** doubted that a 300' setback would work, and the standard setback for agricultural is 100'. She supports a long term succession of Diverse Agriculture, and asked that it be put as a goal

in the ordinance, since it is a goal of the General Plan. She suggested incorporating a two year review period for processing on small parcels.

**Linda Hale, Valley of the Moon Alliance**, asked how the ordinance would be enforced and whether it would be on the neighbors to call the County, and what the parking requirements would be for small farm stands on Highway 12. She expressed concern there could be issues on Highway 12 if Gallo comes in and sets up a farm stand.

**Karen Giovannini**, Agricultural Ombudsman for the County, wanted to make sure that closing be pushed back to 6:00 p.m. Regarding a question about inspections for small poultry processors, the USDA allows up to 20,000 processed poultry per year to be exempt from the inspection process.

**Deputy Director Barrett** clarified that if any operation does not fit into the standards being defined in the ordinance, they can apply for a use permit. Use permits are used to impose site specific conditions. Staff often uses the Use Permit waiver to administratively approve projects, and the cost starts at \$3,400 minimum. It may be possible to develop a lower fee for permits of this type.

Banners and flags are already prohibited by Code in the Sign Ordinance, and they are enforced by complaint.

The 300 foot setback was proposed because this is the distance used when determining whether a noise study is required. It was put in to address potential for noise impacts to make sure the use that is being approved will be benign. Once the ordinance is adopted, the use is by right and staff would not be able to condition it, so staff recommends adding any standards for compatibility and using a ministerial process.

**Sandi Potter** stated that the groundwater management requirement was put in the ordinance for water scarce areas in groundwater basins that have groundwater overdraft conditions as a way to provide a level of scrutiny. Not all people living in these areas have issues with groundwater draw down, but presently there is no clear way to identify areas at risk for groundwater depletion.

**Commissioner Davis** supported thresholds for ministerial permits, as compatibility issues call for conditions, and was concerned about expanding closing hours.

**Commissioner Montoya** supported permit threshold Option 1 as a way to support small agriculture. Costs can be onerous, and the commissioner wanted to remove as many impediments as possible.

**Commissioner Cook** expressed empathy to the small family farmer and appreciation to the Farm Bureau. She wants to make it as easy as possible, supported 6 p.m. closing time, lowering parcel size to 2 acres, increasing processing facility size to 5,000 square feet and reducing setbacks between uses.

**Commissioner Liles** was skeptical about 6:00 p.m. closing time, adding that if it is ministerial, mistakes could take years to undo. He expressed caution about reducing parcel size requirements on Eastside road because of possible impacts on neighbors. He urged taking "baby steps" till we see how it is working, and incorporating a two year review into the ordinance so it can be revisited. Smaller setbacks will not work for a lot of parcels on Westside Road, and neighbors need a chance to know what is going on. He was concerned there could be unintended consequences.

**Commissioner Fogg** supported extending hours till 6:00 p.m., the two-tiered approach, and reducing the setback to 200-feet.

**Counsel Hurst** stated that consideration could be given to reduction in cost of a minor use permit, and to allow some latitude for offsetting conservation plans.

The public hearing was reopened to address these issues: 1) reduction of the 300' setback, 2) a two-tiered approach for size of processing facility building size, 3) changing farm retail sales closing from 5:00 to 6:00 p.m., 4) permitting thresholds, and 5) and the reducing the minimum parcel size.

**Norm Gilroy**, regarding setbacks, said the wine industry already has restrictions on outdoor activity after 5 p.m. except during crush. Other types of agricultural processing rarely operate at night, and usually takes place in a



small barn. We are already protecting the neighbors so don't need a setback. Gilroy asked that staff clarify what an "adjacent use" means.

**Carmen Snyder** expressed concern for noise in relation to setbacks.

**Commissioner Liles** added that while it might not be a problem 95 per cent of the time, in the Fourth District there are a lot of small parcels where neighbors need the right to review. .

**Commissioner Cook** stated that the main issue is cost and that should be the main emphasis. She supported Option 3 with reduced rates.

**Wendy Krupnick** appreciated staff's intent to support small farmers, and ministerial approval process with low fees.

#### **Public Hearing Closed at 3:15**

Action: **Commissioner Davis** moved to recommend approval of the Negative Declaration and the revised draft Ordinance with ministerial permit to the Board of Supervisors with the following changes: 1) Allow small-scale agricultural processing facilities with a zoning permit process (a ministerial approval); 2) 200 foot setback between outdoor activity areas and adjacent residences; 3) Change the hours for farm retail sale to 6:00 p.m; 4) Confirmed two-tiered thresholds for minimum lot and facility size of operation currently in the draft ordinance; 5) Add a definition for community supported agriculture, and 6) Add a finding and purpose statement regarding encouraging a diverse agricultural economy. Seconded by **Commissioner Cook** and passed with a 5-0 vote.

Appeal Deadline: n/a  
Resolution No.: 14-010

#### Vote:

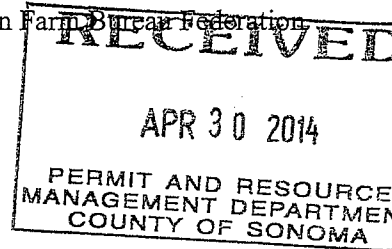
Commissioner Fogg:	aye
Commissioner Montoya:	aye
Commissioner Cook:	aye
Commissioner Liles:	aye
Commissioner Davis:	aye

Ayes: 5  
Noes: 0  
Absent: 0  
Abstain: 0



# SONOMA COUNTY FARM BUREAU

Affiliated with the California Farm Bureau Federation and the American Farm Bureau Federation



April 28, 2014

**To: David Schiltgen, Land Use Planner, Permit and Resource Management Department**

**From: Tito Sasaki, president of Sonoma County Farm Bureau, and John Azevedo, chairman of Farm Bureau's Natural Resources & Environment Committee**

**Regarding: Small Scale agricultural processing ordinance**

Sonoma County Farm Bureau, the county's oldest and largest agricultural organization, appreciates the opportunity to participate in the review and comment process for the small scale agricultural processing facilities and on-site sales and promotion ordinance.

First, Farm Bureau would like to commend the Board of Supervisors and PRMD for understanding the value and importance of family farms to Sonoma County and working with stakeholders to streamline regulations.

There are three key revisions Farm Bureau would like to see in the proposed ordinance:

- Increasing the maximum square footage for agricultural processing facilities from 3,000 square feet to 5,000 square feet. The 5,000 square foot is more in line with the needs of family farmers, particularly, dairy producers moving into artisan cheese production which requires additional space for aging and storing cheese.
- Including an option that would allow small-scale poultry processing as a future amendment to the ordinance.
- Adding an amnesty period in which agricultural producers currently operating processing facilities can bring their facilities into compliance without penalty.

Farm Bureau believes these revisions will go a long way towards meeting the needs of the small scale agricultural operators interested in adding value to their production through processing and retail sales.

Sincerely,

Tito Sasaki, president  
Farm Bureau

John Azevedo, chairman of Farm Bureau's Sonoma County  
Natural Resources & Environment Committee

May 19, 2014

To: Sonoma County Planning Commission

RE: File ORD13-0004

Please consider these comments with regard to the draft ordinance (in addition to my comments dated April 10, 2014).

### **26-88-210 Small-scale Agricultural Processing Facility**

Poultry processing: Looking forward to the ordinance change to allow small-scale agricultural processing on ag zoned land, there has been discussion throughout the process to include poultry processing up to a specific limit processed per year. US Department of Agriculture allows on-farm poultry processing under a specific exemption up to 20,000 birds per year.

After initial review of what it would take to include poultry processing in the current zoning ordinance change, PRMD determined this was outside the scope of the Board's initial request to allow small-scale ag processing. I was informed that PRMD would need to be directed by the Board of Supervisors to look into the possibility of including poultry processing.

Realizing this will take a larger coordinated effort, I will continue to work with the Meat, Poultry & Egg Safety Branch of California Department of Food & Agriculture, and their recently created a best practices guide for on-farm poultry processing. The guide can be used to inform on-farm poultry processing in Sonoma County.

Currently, there are small-scale poultry operations within the county that are operating without "benefit of permit" with regard to the land use. I conducted an informal survey, which by no means captured all of the operations, and received seven responses in five days. If allowed, those surveyed indicated they would sell 40 to 15,000 birds per year which is below the USDA Exemption limit. Of the farms that are currently processing, they are *each* selling an average of 175 birds per month. These responses indicate an economic incentive to allow this processing. Thus supporting local foods and farmland.

Therefore, I request that the Planning Commission ask the Board of Supervisors to direct PRMD to research allowing small-scale poultry processing under the small-scale ag processing ordinance.

Respectfully submitted,

Karen Giovannini  
Agriculture Ombudsman  
(707) 565-2328  
[kgiovannini@ucdavis.edu](mailto:kgiovannini@ucdavis.edu)



April 10, 2014

To: Sonoma County Planning Commission

From: Karen Giovannini, Agriculture Ombudsman, County of Sonoma UCCE

RE: File ORD13-0004

Please consider these comments with regard to the draft ordinance.

### **Draft Ordinance**

Section IV (g) to reduce confusion, Farm Stands should be left alone and Small-scale Retail Sales should be added as a separate item.

Section V (k) same comment as IV (g)

### **26-88-210 Small-scale Agricultural Processing Facility**

(c)(4) **Square footage limitations** should be raised to 5,000 to match Marin. The building will require a building permit where accessibility requirements can be covered as applicable.

(c)(6) **Customer and Site Visitor Management** – people, especially school children, love to visit these operations. They are both educational and help to tie the products to the land. Tours are also an important part of agritourism which is enjoying a growth in popularity and will help keep visitors in Sonoma County. If a building permit is in place that allows for employees, I'm not clear why touring the facility would be restricted. Educational tours are completely within the realm of possibility for these types of operations. True, it is not to be a retail outlet, but allowing tours of the processing plant should be allowed as long as the correct type of building permit is in place. For example, the maximum 3,000 sq ft, family run operation may not have the appropriate building permit to allow for public entrance.

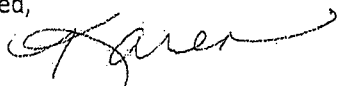
(c)(15) **Signage** seems a bit restrictive, maybe add "unless otherwise approved" (or permitted).

### **26-88-215 Small-scale Farm Retail Sales**

(b) **Applicability** – although not specifically called out, Farm Stand sales seem to be included in the ordinance "farm retail sales of products grown on site..." Farm Stands are already an allowed use and covered in the current zoning code and should not be included here. Specific (c) Standards would make farm stands more restrictive including (1) minimum parcel size and (2) Maximum size currently do not apply to farm stands. Also (3) Building Permit would only be required if the Farm Stand is in a building, most often they are not. If anything, define "Farm Stand" state the zones where they are allowed and refer to the specific zoning code and the California Retail Food Code for requirements.

(c)(9) **Signage** seems a bit restrictive, maybe add "unless otherwise approved" (or permitted).

Respectfully submitted,





COMMUNITY ALLIANCE  
WITH FAMILY FARMERS  
North Coast Chapter

May 20, 2014

To the Sonoma County Planning Commission  
From CAFF North Coast

Re: **ORD13-0004 Small-scale agricultural processing and onsite sales.**

CAFF is pleased with the many thoughtful responses we have received from Staff and from the Commission to issues we have raised with the original draft ordinance amendments. We also appreciate the adjustments that have been made in the revised text in the areas of clarity of definition, signage, hours of operation, CSAs, and incidental sales. The changes make the County's regulatory provisions easier for small farmers to use while continuing to protect the quality of life in Sonoma County.

We have reviewed the latest version of the draft ordinance, and we have the following comments and questions:

1. **Cottage Food Law.** Though, except for a small mention in the chart attached to the staff report (which is not a part of the ordinance or its conditions in Exhibit A), the revised ordinance does not otherwise reference or recognize the Cottage Food Law. CAFF continues to believe that the CSL is worthy of mention in that it provides a threshold level of processing that is available to all small farmers interested in producing value-added products on their farms in Sonoma County. We have suggested an approach that would not require re-noticing but that would make a potential applicant aware of what the Cottage Food Law allows. We ask that the Commission give consideration to the compromise solution we have proposed.
2. **Section X. Stay of Enforcement.** We are not clear why this approach was chosen over the much simpler "existing non-conforming use" approach that was discussed at the last Planning Commission meeting. We are concerned that the requirement to obtain a permit for even pre-existing farm sales and processing facilities would be prohibitive for any small scale existing facilities to afford, and could force some out of business. However we do not have, nor has PRMD

provided, a count of how many processing and farm retail sales facilities there are in Sonoma County and how many would be affected by the ordinance changes proposed.

Perhaps the PRMD staff can explain further on these points and, if so, CAFF would like to have the opportunity to comment before the Commission makes its decisions on the ordinance text. Generally, however, CAFF believes the "existing non-conforming use" approach would be easier and less expensive to implement and enforce.

3. **Exhibit A. Item C (19) Setbacks.** The requirement to "locate outdoor loading and activity areas at least 300 feet from adjacent residential land uses" seems excessive and could result in an effective ban on those parts of the processing activity in even lots as small as 2.5 acres where the width of the parcel could be as small as 200 feet.
4. **Exhibit A Section C (1) and Exhibit B Section C (1) - Minimum parcel size.** Both the processing and the Farm Retail Sales provisions of the ordinance amendment continue to apply only to parcels which are two acres in size or larger. Is it really the County's intent to deny a farmer growing berries or stone fruit on an acre of land the right to make jams and jellies from their own produce and then sell them along with other products at their retail sales stand?

Taking into account the concerns raised by staff regarding the setbacks required for safety and hygiene, CAFF has previously recommended, and continues to recommend, that the minimum threshold be one acre, not two.

Members of CAFF's Policy Committee will be present at Thursday's hearing and will answer any questions you might have on the issues raised here. A separate CAFF presentation will also be made on the issue of including the processing and sale of small-farm raised chickens in the processing allowed in the agricultural zones of Sonoma County.

Submitted for your consideration,

Norman Gilroy  
Policy Committee, CAFF North Coast

Terry Harrison



COMMUNITY ALLIANCE  
WITH FAMILY FARMERS

## North Coast Chapter

April 9, 2014

To: The Sonoma County Planning Commission  
From: North Coast Chapter of CAFF  
Re;

CAFF (Community Alliance with Family Farmers) North Coast Chapter has appreciated the recent opportunity to participate in the review and comment process for the “small scale agricultural processing facilities” and “on-site sales and promotion” ordinance changes requested by the Sonoma County Board of Supervisors and managed by PRMD.

CAFF has been involved in these issues since the early days of the General Plan 2020 process that led to these ordinance changes, and has consistently represented the concerns of the small scale family farmers in Sonoma County who this “process streamlining” is intended to benefit. Our comments today are made from that perspective in particular.

CAFF's comments are as follows:

### 1. **Baseline issues.**

There are a number of issues that are easier addressed as specific issues rather than on a line-by-line basis in the text. They include:

**A. Intent.** We presume that by “streamlining” the process, the Board’s objective, beyond clarifying regulation, is to:

- a. make the permitting process (where required) simpler and easier for the farmer-applicant to understand,
- b. lower the cost of permitting to make it more affordable, and therefore less daunting, for small farmers (including beginning farmers) in the County, and
- c. provide new opportunities for innovation, and for the development and sale of value-added products for small farmers in Sonoma County.

Our comments here will respond to how well we think what is now proposed responds to those objectives, and suggests ways to improve what is proposed.

**B. Thresholds.** As in many things, one size does not easily fit all when it comes to small-farm-based processing and sales. CAFF suggests that, to make it easier for the small farmer with limited means (but a need for both activities), it would help if two levels of activity were recognized in both the processing and the sales categories including:

- a. the threshold below which the use is allowed and no permit is required, and
- b. the threshold above which permitting (zoning permits or use permits) is required, as set out in the ordinance amendments..

The present draft effectively provides such a threshold for “sales” by distinguishing between the Farm Stand (a permitted use) and the Farm Retail Sales level (which requires a permit) of sales. CAFF believes that a similar low-level activity threshold should also be established in the “production” category, so as to allow small-scale entry-level farmers to begin low impact production without the expense of costly permits and approvals. Our comments later in this letter will also speak to that issue.

**C. Cottage Food Law.** A potential way to establish the “low threshold” approach to on-farm production and processing would be to allow what is now already allowed to home-chefs (but, seemingly, now not to farmers) under the State of California’s Cottage Food Law.

Under that approach, the following processed food production would be allowed as a permitted right in all of the agricultural zones (and, we hope, in the AR zone, as discussed later in this letter):

- Baked goods without cream, custard or meat fillings (bread, churros, cookies, pastries, tortillas, etc.)
- Candy, including chocolate covered nuts and dried fruit
- Dried fruit and pasta
- Dry baking mixes, granolas, cereals, and trail mixes
- Fruit pies, fruit empanadas, and fruit tamales
- Honey, jams, jellies and fruit butters
- Nut mixes, nut butters and popcorn
- Vinegar and mustards
- Roasted coffee and dried tea
- Waffle cones and pizelles

Additionally olive oil and processed fiber (wool, knitted products, etc.) and animal products (hides and leather, etc.) might be added as allowed uses.



**D. AR zone.** CAFF feels strongly that processing of those same farm produced products should be made an allowed use in the AR zone, and that the present blanket prohibition on production in that zone should be removed., for two reasons:

- a. if it is the objective of the Board, and through them the Planning Commission, to improve the opportunities for survival and long term success for some of the smallest farmers in Sonoma County by “streamlining” or simplifying the processing and sales of ag products in the “agricultural zones” of the County, it should at the same time recognize that a large percentage of the small farmers who need the most help in that regard actually live and farm in the AR zones of the County. In fact, it is possible that more farmers, by number, live and work in the AR than in the large ag zones. Those farmers are the foundation for the local certified farmers markets and CSAs that have become so popular, and so much a signature for agriculture in Sonoma County, in recent years.
- b. Small family farmers in the AR zone need help, both with an improved ability to sell their products on site (which the new ordinance provides) and with a simplified path to processing value-added products made from produce grown on their farms . Value-added products stimulate innovation, and innovation is much needed in the rapidly changing economic and physical environment in which farmers live and work today.

Rather than dealing with these issues, however, the proposed ordinance changes leave in place the present requirement for an expensive Use Permit before any processing can be pursued in the AR zone (Section 26-16-020 (w). That puts both processing and value-added products (even simple products like jams and jellies and baked goods) out of the financial reach of most small family farmers in the AR zone.

To make things worse, Section 26-88-210 (B) even contains a statement that “small scale agricultural processing facilities shall be permitted only (emphasis ours) in the agricultural and resource zones (LIA, LEA, DA & RRD)”. Such a prohibition seems unfair, and it completely misses the point that the place where the help with “streamlining” is most needed by small-scale farmers is in the AR zone of our County.

PRMD staff has indicated that their present brief to streamline the permitting process is limited to only the agricultural zones of the County and that, since the AR zone lies outside that brief, it “cannot be included at this time” - unless direction is provided otherwise (presumably by the Planning Commission or the Board) to do that.

CAFF , therefore, respectfully asks that the Planning Commission provide that direction, and require staff to make the rights to allow processing and streamline its approval process the same in the AR zone as will be allowed to farmers in the “other” agricultural zones of the County if this ordinance amendment passes.

Perhaps this step will be made easier by noting that the ordinance already includes changes that pertain to the AR zone (see Section V) – in that case, related to on-farm sales.

The purpose proposed here could be accomplished by introduction of language in Section V that :

- a) changes the wording in Section 26-16-010 to allow the streamlining process (perhaps with the thresholds proposed here) for processing to apply in the AR zone, and
- b) removes the prohibition language in Section 26-88-210 (B),.

**E. Community Supported Agriculture (CSAs).** No mention is made of CSAs in the draft, either as sales or as processing. CAFF suggests that CSAs be specifically exempt from the provisions of the proposed regulations.

**F. Grandfathering of existing uses and signage.** A section should be added that deals with the grandfathering of existing Farm Stands, existing year-round Farm Retail facilities, and any signage associated with either, that were established on agricultural properties before this ordinance took effect.

## **2. CAFF's comments on the language in the proposed draft.**

### **A. Ordinance draft.**

- **Title and Section II – amendments to definitions - Farm Stands.**

After receiving clarification with PRMD, it is CAFF's understanding that Farm Stands are considered allowed uses in all four zones covered by the ordinance.

However it is instructive that none of the numerous farmer-members of CAFF (some quite experienced in reviewing this kind of material) understood that when reading the draft. This suggests that the wording in the title of the ordinance, and in the definition of Farm Stands in the text, needs to be clarified . Specifically, the various references to Farm Stands in the text modifications for each zone need to be clarified to confirm that "Farm Stands are an allowed use", just as the "small scale farm retail sales" are noted as being "subject to the issuance of a zoning permit and compliance with Section 26-88-215"

- **Section IV – LIA, LEA, DA** would benefit by separating “Farm Stands” from “Small Scale Farm Retail Sales”. We suggest that the latter be placed in a new subsection (h).
- **Section IV RRD** would also benefit from the same separation and the addition of a similar subsection (h) for “small scale farm retail sales”.

**B.. Exhibit A. Small scale agricultural processing.**

- **Section A. Purpose.** Consistent with our comments above, CAFF recommends that Section A of Exhibit A be amended to describe the threshold below which processing is allowed by right (e.g. consistent with the California Cottage Food Law), and above which a zoning permit or use permit is required.
- **Section B – Applicability.** CAFF believes that processing at some level (including under the provisions of the Cottage Food Law) will be permitted in other zones than those that are the subject of this ordinance. The flat prohibition implied in this statement is therefore inappropriate. It would suffice to say simply “This ordinance applies to the agricultural and resource zones of Sonoma County – LIA, LEA, DA and RRD” and leave it at that.

Additionally, the last sentence of this paragraph belongs more appropriately in Section A, which also deals with the permitting allowed under specific circumstances.

- **Section C (1)- Performance standards .** Many quite successful farms in Sonoma County are located on properties that are less than two acres in size. Their ability to produce value-added products would be enhanced by reducing the minimum parcel size to one acre.
- **Section C (4) Square footage limitations.** If both indoor and outdoor covered areas are to be included in this provision, and if all processing, storage, aging, packaging equipment, testing, wash and administration activities are to be included in that area, CAFF recommends that the upper limit be 5,000 sq. ft. rather than the 3,000 included now.
- **Section C (6) – Customer and Site Management.** CAFF recommends that access, by arrangement, be allowed for small groups for education purposes under this provision. The processing and value-added aspects of farming are an important part of modern day agriculture. However they are not well known to people, young and old, who would benefit from a better understanding of where their food comes from and who produces it. Periodic access to processing facilities for educational purposes would improve public

understanding of farming – one of CAFF’s, and we believe the County’s, on-going objectives.

- **Section C (15) - Signage.** The severe limit on the size of signage in this paragraph may not be appropriate for a processing facility located down a long, perhaps dark, driveway on a remote farm property. CAFF suggests adding the words “Unless otherwise provided by an approved Signage Permit ....” to the beginning of this paragraph, thereby allowing for a larger sign if approved by design review, and for a specific purpose

**C. Exhibit B. Farm Retail Sales.**

- **Section (a) Purpose.** For clarity, CAFF suggests that the words “year-round” be added between “for” and “on-farm sales” in the first line. Given the difficulties with understanding the Farm Stand provisions in the ordinance, the distinction seems important.
- **Section (c) - Standards , (1) Minimum Parcel Size.** For the same reasoning as was provided for Exhibit A, CAFF recommends that the minimum parcel size for inclusion of year round Farm Retail Sales be one acre, not two as in the present draft.
- **Section (c) (2) Maximum size.** The proposed minimum size of 500 sq. ft. (the size of a two car garage) seems unduly limiting for any farming operation, especially at harvest time when a great majority of the farmer’s produce is on hand, and often on display, at one time. To be realistic, the maximum should either be raised to 1500 sq. ft., or a provision should be added to allow an increase in the sales area (perhaps with tents or temporary structures to provide shade and shelter) during the peak harvest period(s).
- **Section (c) (5) Incidental Sales.** CAFF recommends that the limitation here be “10% of the retail sales area” rather than the specific “50 sq. ft.” proposed in the draft.

CAFF thanks the Planning Commission, and the PRMD staff who have been most helpful to us as we have prepared our comments submitted here, for this opportunity to comment on the proposed ordinance changes. We will be present at the hearing on April 10, 2014 to represent small family-farmers in Sonoma County, and to respond to any questions.

Respectfully submitted.

Norman Gilroy, Policy Committee, CAFF North Coast.



April 10, 2014

To: Sonoma County Planning Commission  
From: Sonoma County Farm Trails  
Re: Small Scale Agricultural Processing Ordinance

Farm Trails is grateful to be part of the conversation around the proposed Small Scale Agricultural Processing Ordinance, and we appreciate that our small producers might be able to have an easier and more affordable permit. Our Executive Director and several Board Members have read the draft and attended two previous meetings. On behalf of our membership of farmers, we make the following recommendations:

1. **Building Size Limitation:** We recommend increasing the maximum allowable building size to 5,000 square feet.
2. **Zoning:** We recommend considering including AR zoning for processing.
3. **Minimum Parcel Size:** We recommend that the minimum parcel size be 1 acre.
4. **Owner/Operator in Residence:** We recommend that the owner not be mandated to live on site.

## Sue Dahl

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**From:** Norman Gilroy [ngilroy@vom.com]  
**Sent:** Monday, May 12, 2014 5:05 PM  
**To:** David Schiltgen  
**Cc:** Jennifer Barrett  
**Subject:** Processing in the AR zone

David and Jennifer,

I have a suggestion that I hope might resolve the ongoing discussion about ag processing in the AR zone through an administrative e notice attached to the ordinance that would still make the small farmers who work there aware of the options for processing that are available to them. The approach I suggest here could, I think, be implemented with only administrative changes and notifications that would not, in my opinion, require the noticed hearings and delays about which PRMD is concerned. It might also save PRMD staff time in processing by leading the applicants more directly to the alternatives available to them.

First, let me see if I have got the underlying facts right:

### 1. Use Permits.

a. PRMD seems to be convinced that, while it might be possible in the long term, no changes can be made at this time to the AR ordinance to make the Use Permit requirement for processing that is now in the AR ordinance less of a burden on the small farmers in that zone. This seems to be mostly because

- the Board only recently settled on the AR ordinance and the requirements for processing contained within it,
- it would constitute a change in the brief to PRMD from the Board of Supervisors, and
- it would require re-noticing, which is an expensive and time consuming process,

b. PRMD has, however, suggested on several occasions that farmer-applicants in the AR zone could make use of the system of waivers that are already available and that allow, in instances of a Use Permit application where the neighbors don't object, a reduction in the complexity and cost of applying for a Use Permit, thereby making it much less expensive and less time consuming for the farmer-applicant than would otherwise be the case. .

### 2. Cottage Food Law.

PRMD does not seem to argue with CAFF's assertion that the level of agricultural processing allowed under the State's Cottage Food Law (as adopted by Sonoma County, apparently through the Health Code) is, in fact, allowed to farmers as a right under CFL in the AR zone.

However, the page that covers the local provisions of the CFL on the County's web site says:

*"While CFOs may operate out of a private dwelling, they may be required to meet zoning and planning criteria, which can include issues concerning parking, noise, traffic control, density as well as other standards. Contact your local city planning department or Sonoma County Permit and Resource Management at (707) 565-1900 for more information."*

This provision seems to imply that:

a) some processing, to the extent defined in the Cottage Food Law, is in fact now allowed in a farmer's home in the AR zone. If there is agreement on that, it would seem that some clarification of that fact should be added in as a clarification or an amendment to the ordinance amendments now being considered.

Also the present language in the draft ordinance that states that no processing is allowed in the AR zone without a Use Permit should be removed or modified accordingly.

b) there seems to be an obligation on PRMD to clarify how an applicant in Sonoma County can comply with the "parking, noise, traffic control, density as well as other standards" issue in the County jurisdictions of Sonoma County.

The on-going ordinance revision process seems to present an opportunity to do both of those things at one time, and to do both as a clarification of an existing regulation that would not require the extensive notification and delays about which PRMD is concerned.

### 3. Suggested solution.

Given the points listed above, it is proposed that PRMD consider adding the following "clarification wording" (or some variation of it) in the appropriate place(s) in the ordinance amendments now under consideration:

**"Clarification: Certain processing of agricultural products is allowed without a Use Permit in the AR zone under the provisions of the State of California's "Cottage Food Law", subject to the obtaining of permits and other provisions required by that law.**

Information on the CSL can be found at \_\_\_\_\_ in the Sonoma County Code and at Section \_\_\_\_\_ in the \_\_\_\_\_ of the State of California."

and

**"Clarification: When applying for a Use Permit to allow processing in the AR zone of Sonoma County, applicants should be aware that a process of waivers or exceptions is available in situations where a) the impacts of the proposed processing activity are limited and b) where no objections are received from neighbors to the property to which the application pertains. These waivers and exceptions can substantially reduce both the cost and the complexity of applying for a Use Permit for processing in the AR zone.**

Information on said waivers and exceptions can be found in Section \_\_\_\_\_ of the Sonoma County Zoning Code and in \_\_\_\_\_ ."

I, and others in the Policy Committee at CAFF North Coast, would be pleased to discuss this approach if PRMD should consider that a worthwhile course of action. Norman Gilroy.

I am in the midst of writing myself a summary of the various PC requests and tentative straw votes. I probably won't finish it till I can compare notes with Jennifer and Sandi early next week. The PC secretary is also writing up minutes but they won't be finalized until the PC accepts them at the next meeting. I'll let you know what I come up with once I gather all the pieces. Dave

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April 8, 2014

To: Sonoma County Planning Commission  
From: Jennifer Bice, Owner Redwood Hill Farm & Creamery

I applaud the Sonoma County Board of Supervisors and the Planning Commission for the work and foresight in realizing the need for additional definitions and permitting of small scale agricultural processing facilities. This is an important need to insure that small farms and agriculture remain economically viable in Sonoma County. This will help to insure open space as small farms are able to make a living and stay in business and it will also help other businesses since farm tours and products, or agritourism, are an important source of Sonoma County Tourism.

After looking at ORD13-004, my comments pertain to Issue 2, Definition of Small Scale Agricultural Processing Facility. Setting the physical size at 3,000 square feet seems problematic if we are truly attempting to insure economic viability of the farm. Different products require different amounts of space. For instance, a cheese plant processing fresh cheese could have a smaller space than a cheese plant that is making cheese that is aged more than a year with large space needed for aging rooms. In addition, a farm processing many products would need much more space for packaging storage (to purchase packaging economically larger numbers need to be ordered at one time) than a farm making one product. It would seem that if the intent is to provide economic viability for the farm, why not limit the production to what is produced on that farm 100% OR the 3,000 square feet limit.. That way we don't get into large facilities with raw materials trucked into the farm for production.

In addition, what if the farm is diversified? Does this definition allow 3,000 square feet for each processing facility on the farm? For instance, a cheese plant of 3,000 square feet, a farm kitchen of 3,000 square feet making jams and preservation of produce, and 3,000 square feet for honey extraction and bottling could all be located on one farm? It would seem that if the farm has the resources and need, that each should be allowed and

## **Redwood Hill Farm & Creamery, Inc.**

2064 Gravenstein Highway North, Bldg. 1 Suite 130, Sebastopol, CA 95472  
phone: 707/823-8250 fax: 707/823-6976 [www.redwoodhill.com](http://www.redwoodhill.com)



detailed now in this small scale agricultural processing facilities definition to prevent lack of consistency in the interpretation and application of the definition later on.

Thank you again for looking at this important need for small farms to be economically viable in Sonoma County and providing more agritourism opportunities.

Sincerely,

Jennifer Lynn Bice, Owner  
Redwood Hill Farm & Creamery

## **Redwood Hill Farm & Creamery, Inc.**

2064 Gravenstein Highway North, Bldg. 1 Suite 130, Sebastopol, CA 95472  
phone: 707/823-8250 fax: 707/823-6976 [www.redwoodhill.com](http://www.redwoodhill.com)

**From:** Shelley Mills [shelley@redwoodhill.com]  
**Sent:** Thursday, May 22, 2014 11:58 AM  
**To:** Sue Dahl  
**Subject:** Planning Commission Hearing 5/22

Hi Sue - I sent this to Dave earlier but see that he is out. Hope you get this for the hearing - Thanks much and have a great day!

Dear Planning Commissioners:

We appreciate all your thoughtful consideration and hard work on the Small-Scale Agricultural Processing Facilities And Farm Retail Sales revised draft Ordinance!

We encourage you to vote to "Recommend Option 1 - zoning permit with no notice based on the standards that mitigate potential impacts. However, the Planning Commission may want to add standards to address any potential compatibility concerns. Staff added a standard setback distance of 300-feet from adjacent residential to address noise impacts from loading activities during harvest. This is the distance typically used to require noise studies and is also the standard referenced in the Right to Farm ordinance."

This seems to be the best option for supporting and encouraging small family farms in Sonoma County to flourish. Thank you.

My best, Shelley Mills

Shelley Bice Mills, Programs Coordinator  
Redwood Hill Farm & Creamery/Green Valley Organics  
2064 Gravenstein Hwy No., Bldg. 1, Suite 130  
Sebastopol, CA 95472  
(707) 823-8250 Ext. 118  
[www.redwoodhill.com](http://www.redwoodhill.com)

**From:** Shelley Mills [shelley@redwoodhill.com]  
**Sent:** Monday, February 17, 2014 8:49 PM  
**To:** David Schiltgen  
**Subject:** Small-Scale Ag Processing Facilities

Hi Dave, As a family farmer for 45 years in Sebastopol, I would like to provide my input regarding new agritourism policies in the County:

Small-scale agricultural processing operations to process artisan cheese, yogurt, butter, olive oil, honey, etc. on our farms should be a ministerial permit and as long as the requirements are met and are not onerous requirements, it should be approved with a Level II Zoning Permit & Health Review, no posting or design review. In addition, farm tours should be allowed under this same zoning permit, perhaps limited to a certain number per year and number of people limited per tour.

Also included could be Farm to Table dinners, utilizing products from several different farms in Sonoma County. You could have homegrown pork from Green Star Farm, fresh vegetables from Singing Frogs Farm, and artisan goat cheese from Redwood Hill Farm served with Bloomfield Bees honey by candlelight with their beeswax candles. The chefs would have a field day, or rather a farm day, with this opportunity!

Sonoma County has many small local, diverse farms and this is a big draw to tourism and monies for the County. People want to visit the farms, see how the cheese and olive oil is made, taste it, and buy it. Farms get calls every day with this request and people are being turned away because the farm does not have a use permit for tours which can be very difficult and costly to obtain. If the farmer is able to provide tours and charge a small fee to pay the employees and provide samples to visitors, this helps the farmer stay in business & employ more people. Then visitors spread the word to come to Sonoma County where there is hands on farm experiences - they spend their dollars here - on the farm, in the restaurants, shops and hotels. Sonoma County can be a destination, just like Napa is, but we have more diverse agriculture here for people to experience and enjoy!

I think if the farmers and the County works together on these new ordinances and establishes fair limits and regulations, it will be very beneficial for the future of the County and our family farms! I look forward to reading the draft ordinance and attending any public hearings. Thank you for all your hard work on this and if there is anything I can do to help, please let me know. My best, Shelley

Shelley Mills, Programs Coordinator  
Redwood Hill Farm & Creamery/Green Valley Organics  
2064 Gravenstein Hwy No., Bldg. 1, Suite 130  
Sebastopol, CA 95472  
(707) 823-8250 Ext. 118  
[www.redwoodhill.com](http://www.redwoodhill.com)  
Call

## David Schiltgen

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**From:** Shelley Mills [shelley@redwoodhill.com]  
**Sent:** May 22, 2014 10:41 AM  
**To:** David Schiltgen  
**Cc:** Jennifer Bice; Carmen Snyder  
**Subject:** Planning Commission Hearing 5-22-14

Dear Dave and Planning Commission:

We appreciate all your thoughtful consideration and hard work on the Small-Scale Agricultural Processing Facilities And Farm Retail Sales revised draft Ordinance!

We encourage you to vote to "Recommend Option 1 - zoning permit with no notice based on the standards that mitigate potential impacts. However, the Planning Commission may want to add standards to address any potential compatibility concerns. Staff added a standard setback distance of 300-feet from adjacent residential to address noise impacts from loading activities during harvest. This is the distance typically used to require noise studies and is also the standard referenced in the Right to Farm ordinance."

This seems to be the best option for supporting and encouraging small family farms in Sonoma County to flourish.

Thank you. My best,

Shelley Bice Mills, Programs Coordinator  
Redwood Hill Farm & Creamery/Green Valley Organics  
2064 Gravenstein Hwy No., Bldg. 1, Suite 130  
Sebastopol, CA 95472  
(707) 823-8250 Ext. 118  
[www.redwoodhill.com](http://www.redwoodhill.com)

## David Schiltgen

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**From:** Tamara Boulton [tboulton@aol.com]  
**Sent:** May 22, 2014 11:11 AM  
**To:** David Schiltgen; Sue Dahl  
**Subject:** Planning Commission Hearing on Small Ag Zoning Changes

Hi Mr. Schiltgen and Sue,  
Could you please provide copies to the Commissioners? Sorry for the delay in sending.  
Thanks

May 22, 2014

To: Planning Commissioners

From: Tamara Boulton

Dear Commissioners,

I am very disappointed that it appears that the points raised in my letter to you at the last hearing were not addressed in latest update. That said, I would appreciate your rereading of my concerns without my having to repeat them all.

A serious concern is the apparent one-sided approach to this ordinance change. Without input early on in the process, the public (and residents of potentially affected areas) has been short-changed.

The major premises in this zoning change seem to be (1) to allow agricultural benefits to parcels of a small size that is generally not considered to be "productive agriculture." It appears to be a thin veiled move to bring retail, unfettered, into our rural areas while stifling input from those most affected - the people living in the area. A more viable definition of agriculture size would be that of the Williamson Act and its minimum size. (2) To hurry up the process both for an applicant and the planning department without due consideration of the impacts on the residents. One size does not fit all - one of the defining features that sets Sonoma County apart from other areas is its variety of landscape, natural features and local capabilities. More consideration needs to be given to the unique features of an area and the impacts on the residents and local features. And residents should not have to come up with an incredibly costly fee - or any fee, for that matter - to provide concerns about what impacts a proposal could have on their way of life and the quality of life in the area.

(3) Change the current procedure. I see nothing wrong with the current procedure. However, no less than Option 3 should be considered in light of the above and the issues raised in my previous letter.

It is difficult, if not impossible, for someone sitting in an office and referencing a blanket policy to be able to fairly and accurately determine the impacts a proposed project/usage can have on an area, now and in the future as well as cumulatively. This is asking too much of personnel to do and it is asking too much for the community to swallow.

Thank you for your time and consideration.  
Sincerely,  
Tamara

Date: April 10, 2014

To David Schiltgen, Project Manager  
Sonoma County PRMD

From: Tamara Boulton

Re: Planning Commission Hearing on Small scale agricultural processing facilities. ORD 13-0004

Dear Mr. Schiltgen,

Thank you for the information on the above. I had hoped to come to the hearing this afternoon but issues have come up which require my attention, hence, my sending you this memo. Please provide copies to the Commissioners.

I appreciate the amount of work that you put into these documents. There are still areas of concern to me which I have tried to list below. Thank you.

Issues of Concern re: Small Scale agricultural processing facilities (including Farm Retail Sales and Farmstands)

Draft Board of Supervisors Ordinance:

Section V, pg. 3 item k – Why is wording different and allowing greater usage than in LIA and LEA?

Draft Ordinance – Small Scale Ag. Processing Facility 26-88-210

Pg. A-1, item C3– Restricted areas should include reference to Specific/Area Plans as well.

Pg. A-2, item 4 says 3,000 sf total combined but in another document 5,000 sf is referenced. Smallest size should be in order.

Pg. A-2, item 5 – Why not a greater percentage than 70%?

Pg. A-2, item 7 – Should include compliance with Specific/Area Plans.

Pg. A4, Item 13 - 24/7 seems to be too much for compatibility with rural environment.

Pg. A-5, Item 18 – Setbacks need to indicate meeting those in Specific/Area Plans as well.

Draft ordinance - Small-scale Farm Retail Sales 26-88-215

Pg. B-1, item C3 – Impacts from accessibility, restrooms and washroom requirements could be significant depending on area.

Pg. B-1, item C5 – Why provide for incidental sales?

Pg. B-2, item C8 – Food serving and prep would seem to open up use to greater than just “sampling” and create greater usage than necessary/desirable.

Pg. B-2, item C9 – In rural areas, such signage is too large and impacts the aesthetics of the area – should be no larger than that of processing facility and combined if both are on same site.

Pg. B-2, item C10 – Wording is too open to interpretation and amount of usage.

Pg. B-2, item C11 – Setbacks in Specific/Area Plans need to be specifically included here.

Pg. B-2, item C12 – Required parking areas should have a surface that is permeable and allows for recharge of groundwater.

Negative Declaration Issues:

2 acres is not considered to be a large parcel by most people I’ve spoken with, esp. for ag usage, even “small scale.”

p. 7 Aesthetics – Comment doesn’t touch on the quality of site and surroundings, only on visual.

p. 18 Greenhouse gas emissions – How can you say there’s no impact if you haven’t determined the number of potential users this ordinance would include?

p. 21 Hydrology – I believe that in areas where groundwater monitoring is being done, it is either voluntary or required ONLY on new wells. This would seem to be less than desirable in determining current or future impacts.



p. 25 10b – Some Specific/Area Plans have setbacks greater than the General Plan so that should be specifically noted, not just Biologic and Riparian.

p.26 12a&d – not all ag designated parcels are large as wording implies. Few who live in the country would consider 2 acres to be large. Also, even if outdoor processing might be limited, there should be mitigations included . . . and the hours (24/7) allowed can be onerous to others since, unfortunately, not all agricultural users are considerate.

p.28 13a – Could this have application if usage requires “upgrading” of roadway and thus additional impacts?

p. 30 Transportation/Traffic – Proposed code amendment will certainly result in additional ag tourism traffic so wording should be “would” instead of “could.”

The Traffic levels of service allowances are extremely high and in some cases would take urban type uses to reach level D – this is not necessarily desirable in a rural setting.

The increased usage on some roads could be hard to handle, depending upon the number of new stands and facilities.

p. 31 16d – regardless of the fact that sales and processing are considered compatible uses in ag areas, to say that future facilities will have no impact to increasing hazards due to design features (e.g. sharp curves, narrow lanes, etc. ) is incongruous.

16f – should include safety concerns when considering impacts to area roads of increased traffic.

The Summary:

The cumulative impacts cannot have been considered when total possible usage has not been determined not has the worst case scenario been arrived at concerning concentrations. The wording that “Small agricultural processors would be located at low density throughout agricultural areas and the locations would be dispersed and distant from each other avoiding impacts . . .” does not seem to be supported by any of the documentation or mitigations that I have read so far.

Summary Page for Small-scale Onsite Agricultural Sales- lists under what's allowed – special events are permitted. ????

Staff Report:

1. Input from stakeholders groups – while it is understandable that this being an agricultural usage proposal, representatives from the agricultural community should be consulted and involved, it is disturbing to me that other rural stakeholders were not included in the workshop meetings (per report.) This would appear to provide unfair advantage to one group at the expense of another. Ag is very important to us all but I am concerned that without due process from the earliest stages for all concerned this proposal becomes very one sided.

2. Re: Onsite sales – While incrementally a farmstand/processing facility might seem to have little effect, cumulatively the effect can be substantial, e.g. loss of recharge area due to added parking areas, traffic, heavy concentration, etc.

3. Lack of public input. While one understands the desire for agriculture to have more opportunities, to allow permits to be issued without benefit of input from the surrounding neighborhood – those who live there instead of someone making a determination from a more isolated situation – does not seem fair or appropriate.

4. There must already be regulations in place regarding Farm Trails, etc. If those require special permits, why shouldn't this ordinance? To allow tours, events, tastings, etc without hearings seems excessive and unwise.

5. What sort of follow-up is there to determine that a usage once granted is verified on an on-going basis? Impacts???

There are more concerns but time doesn't permit listing them all.

I appreciate having this opportunity.

Tamara Boulton



## ***Negative Declaration***

**Sonoma County Permit and Resource Management Department**  
2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

This summary of findings and the attached Initial Study constitute the Negative Declaration as proposed for or adopted by the County of Sonoma for the project described below:

**Project Title:** Small-scale agricultural processing facility code amendments

**County File Number:** ORD 13-0004

**State Clearinghouse Number:** N/A

**Project Location Address:** Countywide;

**Assessor Parcel Numbers:** Various

**Lead Agency:** Sonoma County

**Decision Making Body:** Sonoma County Board of Supervisors

**Project Applicant:** Sonoma County Permit and Resource Management Department

### **Project Description:**

The project consists of proposed amendments to Chapter 26 of the Sonoma County Code (Zoning Code) to allow small-scale agricultural processing and onsite sales facilities to be permitted through a ministerial zoning permit process in the Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA) and Resources and Rural Development (RRD) zones provided that specified standards and approval criteria can be met. In this analysis the project is referred to as "proposed code amendments."

### **Environmental Determination:**

A Program EIR (PEIR) was previously prepared and certified that assessed potential significant impacts resulting from the Sonoma County 2020 General Plan land use policies, including those supporting and regulating the establishment of agricultural processing in agricultural zones. The PEIR concluded that the effects of allowing agricultural processing facilities in agricultural zones was less-than-significant with the implementation of the mitigating policies,

An initial study was conducted to review the applicability of the PEIR analysis to this proposed project. No new circumstances or new information were identified which would alter the analysis conclusions of the General Plan PEIR.

Based on the information contained in this Initial Study, comments received during the public comment period, and the mitigating performance standards included in the proposed code amendments (e.g. the facility size limits, waste disposal provisions and water availability standards, etc.), it has been determined the proposed code amendments will not have a significant effect on the environment and there will not be impacts on biotic habitat of concern to California Department of Fish and Wildlife.

**California Environmental Quality Act  
Initial Study**

**For**

**Proposed Code Amendments for Small-Scale Agricultural  
Processing and Onsite Sales in Agricultural Areas**

**March 21, 2014**



**Prepared by  
Sonoma County Permit and Resource Management Department  
2550 Ventura Avenue  
Santa Rosa, California 95403  
(707) 565-1900**

**COUNTY OF SONOMA**  
**PERMIT AND RESOURCE MANAGEMENT DEPARTMENT**

2550 Ventura Avenue, Santa Rosa, CA 95403  
(707) 565-1900 FAX (707) 565-1103

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**ENVIRONMENTAL CHECKLIST FORM**

**Date:** March 21, 2014

**Project Title:** Small-scale Agricultural processing and On-Site Sales Code Amendments

**File Number:** ORD13-0004

**Lead Agency:** County of Sonoma

**Planner:** David Schiltgen

**Project Applicant:** Sonoma County Permit and Resource Management Department

**Project Location:** Parcels that could be affected by the project include county parcels outside of the coastal zone in the LIA, LEA, DA and RRD and the AR zoning districts.

**Project Description:** Amendments to Chapter 26 of the Sonoma County Code (Zoning Code) to allow small-scale agricultural processing and onsite sales facilities, which currently require a use permit, to be permitted through a simpler ministerial zoning permit process in the Land Intensive Agriculture (LIA), Land Extensive Agriculture (LEA), Diverse Agriculture (DA) and Resources and Rural Development (RRD) zones provided that specified standards and approval criteria can be met. Year-round sales would be allowed in the Agriculture and Residential (AR) zone with a use permit.

The types of small-scale processing operations that the proposed ordinance could help facilitate in Sonoma County include but are not limited to:

Milk processing into artisan cheeses, yogurt, butter, and ice cream,  
Fruit processing into a variety of fruit jams, preserves, juice, and dried fruit mixes,  
Olive processing into olive oil, soaps and other products, and  
Vegetable processing into salsa, preserves, snacks and other products.

The proposed code amendment does not apply to operations that process agricultural commodities into alcoholic products or which entails animal slaughter and meat packing. Though processing facilities are expected to focus primarily on the production of food and beverage items, the ordinance is not limited to that agricultural commodities could also be processed into non food items.

The proposed code amendment includes size and location limitations, operational standards, and approval criteria which would assure that the small-scale agricultural processing and sales facilities established and operated in compliance with the proposed code amendment would not result in any significant impacts. The proposed code amendment would set a maximum size limit of 3,000 square feet for small-scale agricultural processing facilities and 500 square feet for small-scale farm retail sales facilities.

In order to meet the needs of processing operations, the small-scale agricultural processing is allowed to operate 24-hours per day as needed. Farm retail facilities would be limited to the

hours of 7:00 a.m. to 7:00 p.m. Since the small-scale facilities would be primarily focused on processing the onsite production of a family farm, traffic generation would be limited to deliveries to and from the facility and possibly some employee traffic. The farm retail facilities would generate more customer traffic.

**PROJECT BACKGROUND:**

The proposed code amendments implement policies of the Agricultural Resources Element of the County's General Plan 2020 to improve the economic viability and sustainability of Sonoma County farms and help assure that agricultural lands continue to be used for agriculture. These directives include the following:

- Policy AR-5: provide for facilities that process agricultural products in all three agricultural land use categories (Policy AR-5a). Consider allowing processing of non viticultural products (Policy AR-5b)
- Objective AR-1.2: permit the marketing of products grown or processed in Sonoma County in all areas designated for agricultural use.
- Policy AR-9c: establish procedures to administratively approve some agricultural uses and expedite permit processing.

**PROJECT SETTING:** The proposed code amendments for small-scale agricultural processing and onsite sales would apply to parcels actively and primarily engaged in agricultural production in the County's three agricultural zones and the Resources and Rural Development District outside of the Coastal Zone. These areas are generally characterized by large parcel sizes, lower development densities, and greater distance between properties. Land use is predominantly range land or cultivated vineyards or orchards. In addition, provisions could include increased opportunities for onsite sales in the Agriculture and Residential (AR) zones which has smaller parcel size averages and higher density but allows limited agricultural activities.

**GENERAL PLAN DESIGNATION:** LIA, LEA, DA, RRD, and RR

**SPECIFIC/AREA PLAN:** Various

**ZONING:** LIA, LEA, DA, RRD, and AR

**SURROUNDING LAND USES AND SETTING:** The code amendments are limited to the LIA, LEA, DA, and RRD and AR zones on parcels where agricultural production is the primary use. These areas are typically surrounded by low density rural agricultural uses.

**PUBLIC AGENCIES WHOSE APPROVAL MAY BE REQUIRED:**

Sonoma County Board of Supervisors must approve and adopt the proposed code amendment before it can be implemented.

### INITIAL STUDY CHECKLIST

This report is the Initial Study required by the California Environmental Quality Act (CEQA). This checklist is taken from Appendix G of the State CEQA Guidelines. For each item, one of four responses is given:

**No Impact: The project would not have the impact described.** The project may have a beneficial effect, but there is no potential for the project to create or add increment to the impact described.

**Less-than-significant Impact:** The project would have the impact described, but the impact would not be significant. Mitigation is not required, although the project applicant may choose to modify the project to avoid the impacts.

**Potentially Significant Unless Mitigated:** The project would have the impact described, and the impact could be significant. One or more mitigation measures have been identified that will reduce the impact to a less-than-significant level.

**Potentially Significant Impact:** The project would have the impact described, and the impact could be significant. The impact cannot be reduced to less-than-significant by incorporating mitigation measures. An environmental impact report must be prepared for this project.

The checklist includes a discussion and explanation of each impact finding.

### SUMMARY OF POTENTIAL ENVIRONMENTAL EFFECTS:

The project's potential to result in environmental impacts under each of the following general topics was assessed. The topics are checked if the project was found to result in one or more impact identified as either "Potentially Significant Impact" or "Less-than-significant with Mitigation" in the following analysis. The proposed code amendment was not found to result in any such impacts.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agricultural & Forest Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology/Soils
<input type="checkbox"/> Greenhouse Gas Emission	<input type="checkbox"/> Hazards & Hazardous Materials	<input type="checkbox"/> Hydrology/Water Quality
<input type="checkbox"/> Land Use and Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population/Housing	<input type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input type="checkbox"/> Transportation/Traffic	<input type="checkbox"/> Utilities/Service Systems	<input type="checkbox"/> Findings of Significance

### INCORPORATED SOURCE DOCUMENTS

In addition to conferring directly with various agency representatives, reviewing existing agency websites and regulatory requirements, the following documents were referenced and are hereby incorporated as part of the Initial Study. All documents are available in the project file or for reference at the Permit and Resource Management Department.

- Project Application and Description
- Sonoma County General Plan 2020
- Sonoma County General Plan 2020 DEIR and FEIR
- Sonoma County Zoning Ordinance
- Project Referrals from Responsible Agencies
- State and Local Environmental Quality Acts (CEQA)
- Correspondence received on project.
- SCTA Sonoma County Traffic Model
- Sonoma County Code

The Initial Study report was prepared by David Schiltgen, Planner III with the Sonoma County

Permit and Resource Management Department. Mr. Schiltgen may be contacted for more information at (707) 565-7384.

#### **EVALUATION OF ENVIRONMENTAL IMPACTS**

The proposed amendment sets forth approval criteria and performance standards that would be applied to administrative approval of small-scale agricultural processing or onsite agricultural sales facilities to avoid or minimize potentially significant environmental impacts. The approval criteria and standards are applied in lieu of the conditions of approval that would be applied through a discretionary approval process. This initial study assesses the proposed amendment's potential to result in significant impacts. However, the proposed code amendment does not convey entitlements for construction, and review of site-specific development is beyond the scope of this Initial Study.

For purposes of evaluation the exact number or location of future facilities that might be approved under the code amendment is not known. For purposes of this analysis it is assumed that the percentage of new small scale facilities created under the proposed code would be similar to that established in nearby Marin County where similar code provisions have been in effect for a number of years. According to the USDA Agricultural Census, there are 255 farms in Marin County and according to the Marin County Agricultural ombudsman, six new small-scale agricultural processors have become established since Marin adopted its small-scale agricultural processing permit streamlining code provisions. This represents about two percent of Marin's total farms. By comparison, the USDA reports a total of 3,429 farms in Sonoma County. If two percent commenced small scale agricultural processing and sales as a result of the proposed code amendment, a total of 68 new small-scale facilities would result. For purposes of this Initial Study analysis the proposed code amendment is estimated to result, over time, in establishment of a maximum of 70 new small-scale agricultural processing or sales facilities.

As drafted, the proposed code amendment would establish a maximum size limit of 3,000 square feet for small-scale agricultural processing facilities. However alternative size limits, up to 5,000 square feet, have been presented in the staff report for consideration. This initial study assumes that the maximum size of small-scale agricultural processing authorized would not exceed 5,000 square feet. The proposed code amendment would establish a 500 square foot limit for small-scale farm retail sales. If such onsite sales are established in conjunction with a small-scale agricultural processing facility, the combined square footage would be a maximum of 5,500 square feet.



**1. AESTHETICS** *Would the project:*

<p>a) Have a substantial adverse effect on a scenic vista?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> Agricultural processing facilities for commodities grown nearby are consistent with a rural agricultural landscape. The proposed code amendment's maximum size allowance would not exceed 5,000 square feet for processing facilities and 500 square foot for retail sales. As a result the structures would be smaller than many other agricultural buildings in the Agricultural zones. The combined total would not exceed a maximum of 5,500 square feet. The proposed code amendment requires that any new structures comply with requirements of any combining districts that may overlay the site, including designated SR-Scenic Resources or SD-Scenic Design, or HD-Historic District zone. No impacts to scenic vista would occur.</p>				
<p>b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> Small agricultural processing or on-site sales facility would be small in scale and comply with building and grading codes and with requirements of all combining districts. This would include compliance with design review requirements and standards on those sites. No impacts to scenic resources would occur.</p>				
<p>c) Substantially degrade the existing visual character or quality of the site and its surroundings?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> The Project could allow small-scale agricultural processing facilities to be operated as an accessory use to the agricultural uses on ranch or farm lands in rural areas. Such facilities are consistent with the visual character of rural and agricultural landscape and would not degrade or change the visual character of these lands or the surrounding areas. The visual impact of the facilities is considered minor in that many other agricultural buildings are generally greater in size and more visually prominent than the proposed facilities that would be allowed by the code amendments. Therefore, the visual impacts are considered less-than-significant.</p>				
<p>d) Create a new source of substantial light or glare which would adversely affect day or nighttime view in the area?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> New structures could introduce new sources of night lighting. The proposed code amendment requires that all night lighting fixtures for the facility be designed so they illuminate only the facility's working areas and do not cause glare on neighboring properties, roadways, or the night sky. No significant impacts are anticipated.</p>				

## 2. AGRICULTURE AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

### *Would the project:*

a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> Though the proposed code amendments would facilitate the establishment of some small-scale agricultural facilities on agricultural lands, such facilities are agricultural uses ancillary to other primary agricultural uses. Small-scale processing would not introduce any new substantial land uses considered to be non-agricultural and is not considered a conversion of farmlands to a non agricultural use.</p> <p>Some facilities may use renovated buildings reconditioned for agricultural processing or sales and would not result in any loss of cultivated land. When new facilities are constructed they are typically in the same vicinity of the farmstead buildings. If a newly constructed facility were to remove some land from production, the impact is considered insignificant because the proposed code amendments would limit the foot print of the processing and sales facilities no more than 5,500 square feet. The proposed code amendment would not result in the conversion of a significant amount of important farmland to non-agricultural use. By helping to improve the economic viability of the agricultural operations, the small agricultural processing facilities may actually help retain agricultural lands in agricultural production.</p>				
b) Conflict with existing zoning for agricultural use, or Williamson Act Contract?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> According to the County's Agricultural Preserve Guidelines, agricultural processing facilities and farm stands are a compatible use on lands under a Williamson Act contract, provided they collectively occupy no more than 15 percent of the contracted land as a whole, or 5 acres, whichever is less. The guidelines specify processing as a compatible use. This use includes facilities for processing and storage of agricultural commodities beyond the natural state such as wineries, dairies, slaughterhouses, and mills. Since the small-scale facilities proposed by these code amendments are limited to a maximum of up to 5,500 square feet, on parcels of two acres or greater, the facilities would not occupy more than 5 percent of the land on the smallest parcel, and no Williamson Act impacts would occur.</p>				
c) Conflict with existing zoning for, or cause	Potentially Significant	Less than Significant	Less than Significant	No impact

rezoning of, forest land (as defined in Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)?	Impact	with Mitigation Incorporation	Impact	
				X
<p><b>Comment:</b> The proposed code amendments will not conflict with existing zoning for, or cause rezoning of forest land or timberland and no impacts would occur.</p>				
d) Result in the loss of forest land or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><b>Comment:</b> The proposed project is not expected to have a significant impact on the conversion of forestlands. The majority of the county's forestlands lie outside of the three agricultural zones. Agricultural processing is typically carried out near barns and other existing farm buildings on ranch land or cultivated land and impacts to forestland would be less-than-significant.</p>				
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use or conversion of forest land to non-forest use?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><b>Comment:</b> See response to comments 2a) and 2b), above. The project does not involve other changes in the environment that could result in substantial conversion of farmland to non-agricultural use or forest land to non-forest use and impacts would be less-than-significant.</p>				

### 3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

*Would the project:*

a) Conflict with or obstruct implementation of the applicable air quality plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><b>Comment:</b> Agricultural processing facilities would be under the jurisdiction of either the Northern Sonoma County Air Pollution Control District (NSCAPCD) or the Bay Area Air Quality Management District (BAAQMD). The NSCAPCD does not have an adopted air quality plan. However, the BAAQMD has adopted an ozone Attainment Plan and a Clean Air Plan in compliance with Federal and State Clean Air Acts. These plans include measures to achieve compliance with both ozone standards. The plans deal primarily with emissions of ozone precursors (nitrogen oxides and volatile organic compounds). Any stationary processing plant would be subject to requirements of the above districts, where applicable. The proposed code amendments does not conflict or obstruct implementation of the applicable air quality plan and no impact would occur.</p>				

b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Problem pollutants in Sonoma County include ozone, particulate matter, diesel exhaust and other toxic air contaminants (see discussion under 3c and 3d).

Though there are a few instances where attainment values established for certain criteria pollutants have been exceeded on an area wide basis, these are discussed in Response 3c. Though new processing facilities could generate small amounts of emissions, the processing facilities would be under the jurisdiction of NSCAPCD or BAAQMD and facilities would have to comply with their permit and emission requirements. The proposed processing plants facilitated by the proposed code amendment do not fall into any of the principal or major sources of pollutants identified in the GP2020 EIR. Due to their small scale, agricultural processing facilities and small-scale retail sales allowed under the proposed code amendments would not generate high levels of vehicle traffic.

Given the proposed code amendment's limited applicability to rural areas, the limited size of facilities allowed, existing regulatory requirements for air emissions from stationary plants, and motor vehicle emissions, the relatively low level of traffic generation, the proposed code amendment's impact on existing or project air quality violations is found to be less-than-significant.

c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable Federal or State ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Sonoma County falls within two different air districts; the southern portion is in the Bay Area Air Quality Management District (BAAQMD) and the northern portion of the county is within the Northern Sonoma County Air Pollution Control District (NSCAPCD). Both the California Air Resources Board (CARB) and the Federal Environmental Protection Agency, (EPA) use monitoring data in each district to designate whether each area has met or attained the air quality standards established by the Federal or State government for each criteria air pollutant.

BAAQMD does not meet the National or State ambient air quality standards for ozone and PM2.5. For PM10, it is unclassified with respect to the Federal standards and nonattainment for the State standards. For all other pollutants it is classified as in attainment or unclassified. The NSCAPCD is in attainment with respect to the State 1-hour and national 8-hour ozone standards but has exceeded the State 8-hour ozone level in several recent years. The NSCAPCD is in attainment with respect to the State and national PM10 standards and other criteria air pollutants. **Ozone.** Significance thresholds for ozone precursors, carbon monoxide and particulates have been established by BAAQMD. The emissions inventory for Sonoma County shows that the single largest source of ozone precursors is motor vehicle travel. BAAQMD has recommended screening thresholds for different air emissions and generally does not recommend detailed NOx and hydrocarbon air quality analysis for projects generating less than 2,000 vehicle trips per day. BAAQMD significance criteria considered projects below this threshold to have a less-than-significant impact. For purposes of this analysis, this threshold screening criteria was applied countywide. Assuming a total of 3,447 farms in the County (from USDA Agricultural Census-2007) and assuming the number of new facilities established would be similar to what has occurred in Marin County where a similar ordinance is in effect, the establishment of 70 new facilities under the proposed code provisions was assumed. Based on these assumptions, the

facilities would have to average no more than 29 retail customers per day to meet this threshold. It is considered unlikely that all small-scale sales facilities would result in such an average. Whether considered individually or cumulatively the facilities that would be established pursuant to the proposed code amendment would not result in significant impacts.

**Particulate Matter (PM10 and PM2.5)** Particulates are solid or liquid particles, including smoke, dust, aerosols, and metallic oxides that are small enough to remain suspended in the air for a long period of time. PM10 is particulate matter less than ten microns in diameter. PM2.5 is particulate matter less than 2.5 microns in diameter. Sources of particulate matter are residential wood burning, unpaved road travel, construction activities and mineral extraction and industrial processing, farming operations and windblown dust and motor vehicles.

The largest emission sources for PM10 consist of construction and farming operations, entrained road dust, and wind-blown dust. The major sources of PM2.5 are combustion of fuels and smoke. In the Bay Area and southern North Coast Air Basin Particulate matter emissions from stationary sources such as processing plants has declined significantly through regulation but emissions from road travel have been increasing.

In instances where new buildings are constructed, construction-related dust could cause temporary, minor increases in PM10. Given the limited size of the facilities this temporary impact is considered less-than-significant. PM10 could also be generated during some types of processing operations but these are also expected to be minimal as most processing is required to occur indoors and the PM-10 emissions, if any, from stationary equipment would be regulated by the air districts.

Agricultural processing under these code amendments would occur in a rural setting would be small size, low emissions and existing regulatory requirements make it unlikely that the facilities resulting from the proposed code amendment. The proposed code amendment would not result in cumulatively considerable net increase in criteria pollutants which would cause the attainment values for the designated criteria pollutants to be exceeded.

d) Expose sensitive receptors to substantial pollutant concentrations?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Sensitive receptors are facilities where sensitive populations (i.e., children, the elderly, the acutely ill, and the chronically ill) are likely to be located. Sensitive receptor uses include residences, schools, retirement homes, convalescent homes, hospitals, and medical clinics. Sensitive receptors are located in all areas of the county but are generally much less frequent in the rural agricultural zones where the code amendments would apply.

Land in agricultural zones typically consists of large parcels located in rural areas away from sensitive receptors. Under the proposed code amendments, it is expected that the majority of processing will be carried out indoors to provide for year-round operations and exposure to sensitive receptors would be less-than-significant.

e) Create objectionable odors affecting a substantial number of people?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Odors rarely have direct health impacts, but they can cause public concern. Though there can be odors associated with agricultural activities, and there could be odors from a small-scale processing facility, the potential for impact is considered less-than-significant because:

- a) the existing permit and emission standards from either the air districts must be complied with;
- b) the location of facilities on agricultural land where larger parcel sizes and lower densities prevail reduce the likelihood that people will be affected by odor because of the intervening buffer/mixing zones;
- c) the size limit placed on the operations will indirectly limit the size and volume of processing operations and the odors and emissions that could possibly be generated, and
- d) The small scale agricultural processing are considered an agricultural operation to be expected and accommodated in agricultural areas covered by the County's "Right to Farm Ordinance."

As such inconvenience or discomfort arising from odors, fumes, dust, or smoke resulting from properly conducted processing operations on agricultural land will not be considered a significant impact or nuisance under Sonoma County policy and regulation.

**4. BIOLOGICAL RESOURCES *Would the project:***

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Special status species are plant and animals that are listed or candidate species under the Federal or State Endangered Species Acts and other species considered rare enough to warrant special consideration. Reported occurrences of special status species are compiled by the California Natural Diversity Data Base (CNDDDB) of the California Department of Fish and Wildlife (CDFW). The lead regulatory agencies responsible for implementing the endangered species act are the CDFW and U.S. Fish and Wildlife Service (USFWS).

The facilities established under the proposed project would generally be located within the existing farmstead and are not likely to be established in undeveloped acres that contain sensitive habitat. The proposed siting criteria require new builds to comply with any requirements and restrictions imposed by overlay districts such as the "BR" Biotic Resources District. The BR district is applied to protect biotic resource communities including critical habitat areas and riparian corridors and would prohibit development in these areas. Given the existing restrictions and regulatory constraints protecting habitat areas and the location of facilities within existing farmsteads, the proposed code amendment would have a less-than-significant effect to special status species or their habitat.

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: CDFW has identified certain natural habitats as sensitive natural communities that are

rare and vulnerable to further loss. Sensitive natural communities identified in Sonoma County include coastal salt marsh, brackish water marsh, freshwater marsh, freshwater seeps, native grasslands, several types of forest and woodland (including riparian, valley oak, Oregon white oak, black oak, buckeye, Sargent cypress and pygmy cypress), old growth redwood and Douglas fir forest, mixed serpentine chaparral, and coastal scrub, prairie, bluff, and dunes. Many of these communities also support populations of special status species and are important to native wildlife. The proposed ordinance does not apply to the coastal area so coastal scrub, prairie, bluffs and dunes and salt marsh, pygmy cypress would not be affected.

Sensitive natural communities and marshes and wetlands have been mapped on the General Plan 2020 Open Space maps. The proposed code amendments do not allow new buildings for agricultural processing or sales to be located in sensitive environmental resource area. Development standards in the proposed code amendments will prevent biotic resource impacts and the project will have no significant impact on listed species or their habitat.

As such the proposed code amendments would have a less-than-significant impact on sensitive natural communities.

c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Wetlands are transitional areas between aquatic and terrestrial habitats and include marshes, vernal pools, seeps, springs, and portions of riparian corridors with wetland vegetation. Wetlands are recognized for their high fish and wildlife habitat values, occurrences of unique plant and animal species, and importance in water recharge and filtration. Wetlands meeting certain criteria are subject to regulations of the US Army Corps of Engineers, USFWS, CDFW, or applicable Regional Water Quality Control Boards (Water Boards). The proposed code amendments do not weaken or alter these existing requirements.

Wetland areas have been mapped as part of the National Wetlands Inventory. Wetlands have been mapped on the General Plan Open Space maps and are included in the County zoning maps within the BR-Biotic Resource combining district. The BR district would not allow location of a processing facility within its boundaries. The proposed code amendments do not allow the processing facilities to be located in sensitive environmental resource area

The proposed code amendment does not apply to coastal areas. Where it does apply in the inland areas, the existing grading and building codes prohibit fill in the floodplain and require compliance with setback requirements for streams, lakes and ponds and wetlands. The processing and sales facilities approved under the proposed code amendment would not exceed 5,500 square feet in any location and would generally be located in developed areas in the vicinity of existing farmstead buildings or in existing buildings.

Given the existing regulations and the proposed approval criteria, the proposed code amendments impact to federally protected wetlands, marshes, vernal pools or coastal areas is considered less-than-significant.

Mitigation Monitoring:

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
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resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
<p><u>Comment:</u> See also response 4e. Since the agricultural processing and sales facilities would be predominantly located adjacent to existing farmstead buildings of the agricultural operation, they are not expected to impact a wildlife corridor.</p> <p>By complying with General Plan policies and Zoning Code setbacks for riparian corridors and the adjacent streamside conservation areas, any proposed processing facilities would avoid impacts to habitat corridors along streams.</p> <p>Given the above considerations, the proposed code amendments would not impact the movement of fish or wildlife.</p>				
e) Conflict with any local policies or ordinances protecting biological resources, such as tree preservation policy or ordinance?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> The project would not involve permanent impacts to trees or special status species. Impacts to common wildlife are discussed above in 4(a).</p> <p>The County has adopted a tree protection ordinance but it does not apply to agricultural uses which are exempt. The County has also adopted a VOH (Valley Oak Habitat) overlay zone which covers some agricultural areas on the valley floors. As a permitted use in the base zone, agricultural processing facilities would be subject to this ordinance. The proposed code amendment requires compliance with all overlay combining districts such as the VOH overlay zone.</p> <p>The County has adopted setbacks from riparian corridors, creeks, wetlands, lake and ponds for grading, structures, and other cultivation. The setback distances vary from 200 feet to 50 feet depending on the stream.</p> <p>The proposed code amendments are consistent with these setbacks and no significant potential conflicts with county policy or code enacted to protecting biological resources has been identified. The proposed code amendments would not conflict with these policies and the impact is less-than-significant.</p>				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state Habitat Conservation Plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> Habitat Conservation Plans (HCP) and Natural Community Conservation Plans (NCCP) are site-specific plans to address effects on sensitive species of plants and animals. The only HCP's in Sonoma county affects certain timber production areas in the northwest county (for spotted owl) and in the lower Petaluma River/Sonoma Creek watershed (for salt marsh harvest mouse/black rail/clapper rail). Since these areas are not zoned agriculture or would have protective BR combining zones, no development could occur in these areas and there would be no impact.</p>				



**5. CULTURAL RESOURCES** *Would the project:*

a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Any facility proposed in the HD-Historic District would require review and approval by the Sonoma County Landmarks Commission. The Landmarks Commission would review the proposed development to assure that the integrity of the historic resources is maintained. Many of the small facilities allowed by the proposed code amendment would occur in existing structures and would not affect historic resources and the impact is less-than-significant.</p>				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> The proposed code amendment would encourage establishment of small agricultural processing facilities and small retail sales that are likely to occupy existing buildings or new buildings constructed in developed areas and would not adversely affect archaeological resources.</p>				
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> It is considered highly unlikely that a unique geologic feature would be chosen or found suitable as a building site. Few paleontological resources have been found in Sonoma County but to the extent that unknown paleontological resources are discovered during site development, they would be subject to the paleontological resources and unique geologic features protections under County Code Section 11.16.110 discussed in response to 5(d) below. As same procedural protections set forth in Section 11.16.110 discussed below. As such, the impact is less-than-significant.</p>				
d) Disturb any human remains, including those interred outside of formal cemeteries?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> The areas potentially disturbed by development authorized under the proposed code amendment are limited because of the facility size constraints imposed by the code amendments. Furthermore, Section. 11.16.110 of the County Code stipulates that in the event that human remains or archaeological resources are discovered during grading and site development activities, all work shall be halted in the vicinity of the find, and the noticing, recovery and protections procedures set forth shall be followed before work may be resumed. Any construction enabled by the code amendment would be required to comply with this existing code.</p>				

In the event that human remains are unearthed during construction, state law requires that the County Coroner be notified to investigate the nature and circumstances of the discovery. At the time of discovery, work in the immediate vicinity would cease until the Coroner permitted work to proceed. If the remains were determined to be prehistoric, the find would be treated as an archaeological site and tribal representatives contacted and consulted. The proposed code amendment would result in a less-than-significant impact.

**6. GEOLOGY AND SOILS: *Would the project:***

	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
<p>a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:</p> <ul style="list-style-type: none"> <li>i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. Strong seismic ground shaking?</li> <li>ii. Strong seismic ground shaking?</li> <li>iii. Seismic-related ground failure, including liquefaction?</li> <li>iv. Landslides?</li> </ul>			X	
<p><u>Comment:</u> Any facility established under the proposed code amendment would be subject to the siting criteria, general development and special use standards of the Sonoma County and California Building Code addressing seismic safety including fault rupture, strong ground shaking, liquefaction, landslides. The proposed code amendment does not lessen these existing requirements and would result in less-than-significant geologic hazards related to earthquake induced loss, injury or death.</p>				
<p>b) Result in substantial soil erosion or the loss of topsoil?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Under existing regulations all earthwork, grading, trenching, backfilling must be conducted in accordance with erosion control provisions of the Drainage and Storm Water Management Ordinance (Chapter 11, Sonoma County Code and Building Ordinance (Chapter 7, Sonoma County Code).</p> <p>Some small scale agricultural facilities may use existing buildings renovated for the proposed use</p>				

and very little ground disturbance would occur. Where a new facility is to be constructed, the area of impact is expected to be small because of the size limitation placed upon such structures.

If a future project involved grading more than 50 cubic yards or significant cuts and fills, a grading permit would be required. The County grading ordinance requires that best management practices be implemented to protect water quality during the discharge storm event, which is commonly referred to as the two year storm event. If grading affects one acre or more, a construction storm water permit is required and a Storm Water Prevention Plan (SWPPP) would be prepared and implemented. The proposed code amendment would have a less-than-significant soil erosion or water quality impacts.

c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: The limited number (see discussion under 3c) and size of the processing facilities would limit the area of potential impact. New facilities are more reasonably expected to be located near the vicinity of the existing farmsteads which are generally more level and not located on steep unstable slopes. When new construction is proposed on an unstable geology or soils, consideration of the underlying geology and soils is a standard part of building permit review process. All new structures, as well as renovated buildings would be required to meet County Building Code Standards for structural stability.

Given the above and considering the review and construction standards already required in the building and grading ordinances, the proposed code amendment would have a less-than-significant impact.

d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Table 18-1-B of the Uniform Building Code is an index of the relative expansive characteristics of soil as determined through laboratory testing. Review and consideration of the soil conditions is a standard part of the site plan and design carried out under the existing plan check and building permit process. The building standards applied would adequately minimize any risk to life or property related to expansive soils and no impacts would occur.

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: The proposed code amendment criteria require a properly functioning septic system be maintained in compliance with Chapter 24 of the County Code. In cases where existing septic

systems are not designed to accommodate the volume or constituents of wastewater generated by the agricultural processing facilities then improved or alternate or supplemental waste disposal systems will be required.

The code amendment requires that a Waste Disposal Plan identifying how processing wastes will be stored, handled, reused or and disposed of in an environmentally sound manner be prepared and implemented.

As part of the approval process the application, including the waste disposal plan would be referred to the Permit and Resource Management Department's Project Review Health Specialist who would review the adequacy of the existing onsite septic systems. The owner operator must also comply with the applicable clearances, design, monitoring and reporting requirements of the Water Boards and provide proof of that agency's authorization to discharge to Permit and Resource Management Department before any approvals could be issued under the proposed code amendments. Given the above requirements and review procedures, the proposed code amendments would not result in new land uses in areas with inadequate septic systems or in areas where sewers do not have capacity to receive agricultural processing waste.

**7. GREENHOUSE GAS EMISSIONS** *Would the project:*

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Greenhouse gases trap heat in the atmosphere. Increases in greenhouse gases are associated with Global Climate Change. Processing operations approved under the proposed code amendments would result in some GHG emissions where carbon fuels are used. However, emissions from the processing facilities would have to comply with the regulations and applicable air emission standards of the NSCAPCD or the BAAQMD (Air Districts).

GHG emissions could also result from vehicle traffic related to deliveries, employees or customer traffic. Given the small scale of the facilities and the limited amount of traffic generated, the transportation emissions that may result from future uses is less-than-significant. In many cases the processing and refining of unprocessed produce on site may actually result in a need for fewer bulk shipments of unprocessed goods or produce. Farm retail sales could result in some additional traffic, but a share of this may be traffic that is already on the road.

Given the small scale of the facilities that may be approved pursuant to the proposed code provisions, and the existing regulatory requirements, the facilities authorized by the proposed code amendment would not result in significant greenhouse Gas emissions and the resulting impact is less-than-significant.

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: Sonoma County has established a countywide greenhouse gas reduction target to reduce emissions 25 percent below 1990 levels by 2015. Onsite farm sales should reduce GHG emissions related to transportation of agricultural commodities to retail sites away from the farm. The Code amendments are consistent with the County's goals and policies to promote production, sale, and consumption of local food and reduce GHG emissions.

**8. HAZARDS AND HAZARDOUS MATERIALS** *Would the project:*

<p>a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> Numerous local, State, and federal laws and regulations regulate the use, storage and disposal of hazardous and medical materials including management of contaminated soils and dust. While implementation of the code amendment would allow development of small agricultural processing facilities, the proposed code amendment does not affect or lessen the requirement to comply with existing laws and regulations governing the transport, use, storage, handling and disposal of hazardous materials. The proposed code amendments would not result in adverse impacts related to hazardous materials and would not result in an impact.</p>				
<p>b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> See Item 8.a. above.</p>				
<p>c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Since schools tend to be located in the more populated areas and the proposed code amendment only applies to agricultural areas, it is unlikely a potential facility would be located within one-quarter miles of a school. In addition, the primary materials involved in the agricultural processing plants are expected to be food ingredients and food products which are not hazardous. To the extent that some hazardous materials like fuel or cleaning materials are used, they are subject to a number of local, state and federal regulations. In addition, operators would be subject to the existing regulations set forth in Hazardous Materials Management Ordinance of Sonoma County in Chapter 29 of the County Code. This Chapter provides for the inventory and control of hazardous materials. It regulates handle transport, store or utilize hazardous materials and it does not allow the hazardous materials to be used in a manner which causes any actual or threatened disposal or release of hazardous materials into the environment or poses a significant risk. Facilities authorized by the proposed code amendment would be subject to these existing regulations and the proposed code amendment would not weaken the requirements nor provide any exemption from them. Given the unlikely proximity to schools, the minimal use of hazardous materials, and the existing regulatory requirements the proposed code amendments would result in a less-than-significant hazardous materials impact.</p>				
<p>d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

<u>Comment:</u> Hazardous material sites are generally in historic industrial and manufacturing areas, not agricultural land where the proposed code amendment would apply and no impacts to listed hazardous material sites would occur.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> Sonoma County contains six airports. The largest is the Charles M. Schulz Sonoma County Airport located off Airport Boulevard near Windsor. Smaller municipal airports are located in Cloverdale, Healdsburg, Petaluma, Sonoma Skypark, and Sonoma Valley. Since there are Agricultural and ranch lands within 2 miles of all of these airports it is possible that a small-scale agricultural processing facility could be proposed within these areas. Since such facilities would be small in scale, and would comply with existing height limitations of the zoning district, these facilities are not expected to violate any of the height restrictions in the various air port safety zones. Designated in the County's Comprehensive Airport Land Use Plan. As such the proposed code amendment would have no impact related to airport safety.				
f) For a project located within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> Refer to response to item 8 (e), above.				
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> The Project would not impair implementation of, or physically interfere with the County's adopted emergency operations plan. The proposed code amendment would not change existing circulation patterns and would have no effect on emergency access or response times. The proposed code amendment would not result in an impact related to emergency response or evacuation plans.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas of where residences are intermixed with wildlands?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<u>Comment:</u> The Project would not involve placement of structures or people in areas where wildland fires could occur. Small agricultural processing and sales would occur on existing agricultural lands in the LIA, LEA, DA, and RRD zones where the dominant land use is cultivated lands and/or open pasture or range lands. Therefore, the proposed code amendment would not expose people or structures to a significant risk of loss, injury or death related to wildland fires and the impact is considered less-than-significant.				

**9. HYDROLOGY AND WATER QUALITY** *Would the project:*

a) Violate any water quality standards or waste discharge requirements?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Agricultural processing facilities could generate waste discharges that could affect water quality. However, the proposed code amendment requires the submittal of a waste disposal plan for storing, handling and disposing waste by-products of the processing activities. This plan would characterize the volumes and types of waste generated, and the operational measures that are proposed to manage and dispose, or reuse of the wastes in an environmentally sound manner which does not result in nuisance complaints or health hazards.

If wastes are not discharged into a community sewer system but are disposed of in another manner onsite, such as in a pond or by surface application all regulations, including monitoring and reporting requirements of the Water Boards, must be complied with. The proposed code amendment requires compliance with Water Board requirements to be verified before a zoning permit may be issued.

Given the above consideration and regulatory requirements, the proposed code amendment would result in violation or exceedence of water quality standards and impacts are less-than-significant.

b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Sonoma County contains several major groundwater basins including the Santa Rosa Plains, Sonoma and Petaluma Valleys. Over 75 percent of the County is designated in marginal Class 3 or 4 zones where ground water supplies are limited and uncertain. Groundwater in this area typically occurs in fractured bedrock rather than a porous aquifer. In addition, groundwater decline is an issue of concern in a number of groundwater basins in the Joy Road, Mark West Springs, and Bennett Valley and Sonoma Valley area where the General Plan calls for implementation of an ongoing groundwater monitoring program.

The proposed code amendments would facilitate establishment of processing facilities in rural agricultural areas that rely on onsite water supplies or wells. Accordingly, the introduction of agricultural processing in these areas could potentially increase the use and drawdown of available groundwater supplies. Some preliminary estimates suggests that water use for some small-scale cheese processing could be as high as three acre-feet per year for some facilities but most would be expected to require much less than that.

The General Plan 2020 PEIR concluded that on a countywide basis the introduction of more agricultural support (such as agricultural processing) and visitor serving uses could result in a potentially significant impact on groundwater supplies. The PEIR concluded that continuing

reliance upon groundwater supplies for future land uses, both in the urban and rural areas could cause additional groundwater level declines and well interference in Class 1 through 4 groundwater availability areas.

The General Plan PEIR acknowledged the uncertainty of groundwater conditions and the adequacy of supply given the varied geology and groundwater zones and the range of water needs of different types of operations and indicated that site-specific case by case analysis would be required through the discretionary review process. It established a number of mitigating policies in the Water Resources Element including **Policy WR-2e** which would require the preparation of hydrogeologic report for discretionary projects in Marginal Groundwater Availability Areas 3 or 4 to verify that there is a sufficient yield and quality of groundwater to serve the intended uses and that the proposed use will not cause or exacerbate an overdraft condition in a groundwater basin or sub basin.

Requirements for site-specific groundwater analysis have been incorporated into the proposed code amendments for small-agricultural processing facilities. In order for small-scale agricultural processing applications to be processed with a ministerial zoning permit, the onsite water supply must satisfy one of the following criteria:

- (i) The water source is in Groundwater Availability Zones 1 and 2 and is not in a basin which has an adopted groundwater management plan.
- (ii) The water source is in Groundwater Availability Zones 3 or is otherwise in a groundwater basin covered by an adopted groundwater management plan and a qualified professional prepares a hydrogeologic report providing supporting data and analysis and certifying that the onsite groundwater supply is adequate to meet existing and proposed uses on a sustained basis, and the operation of the small scale agricultural processing facility will not: 1) exacerbate an overdraft condition in a groundwater basin; 2) adversely affect neighboring streams; or 3) result in well interference at offsite wells.

Potential groundwater impacts will be further limited because the project would affect only parcels in the DA, LIA, LEA and RRD zones which are generally characterized as having larger parcel sizes, lower densities and greater distances between neighbors. In addition the proposed code amendment provisions would only be applied to parcels which are at least two acres in size.

Staff also notes that the water used to produce or grow agricultural commodities is generally many times greater than the amount of water used to process it into product. As such the use of water for processing is typically a small component of the overall onsite water usage. Since historic water usage did not include water conservation best management practices, many operations have the ability to use technologies and revised practices to significantly lower the amount of water used for production. In some cases, this may be enough to offset the use of water for agricultural processing such that no net increase results.

Given the proposed code amendment's limited applicability to small-scale operation, the proposed groundwater study requirements and approval criteria, the General Plans mitigating policies, the proposed code amendments are not expected to substantially deplete groundwater supply or interfere with recharge and its impact is considered less-than-significant.

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	



Comment: The small-scale agricultural processing facilities that could be approved under the proposed code amendments small in scale and would not result in substantial ground disturbance which could lead to substantial erosion, siltation nor alteration of drainage courses. Some facilities would result in no change if they are located within repurposed existing buildings.

County grading ordinance and adopted best management practices require installation of adequate erosion prevention and sediment control best management practices. Any grading work associated with the construction of the processing facility would be carried out and completed during the dry summer construction season. The grading ordinance requirements are specifically designed to prevent adverse water quantity impacts during and post construction.

There are numerous storm water best management practices that can be used to accomplish this goal. These include measures such as silt fencing, straw wattles, and construction entrances to control soil discharges. The type and approximate size of the selected storm water best management practices would be in accordance with the adopted Sonoma County Best Management Practice Guide including:

Prior to grading or building permit issuance, construction details for all storm water best management practices shall be submitted for review and approval by the Grading & Storm Water Section of the Permit and Resource Management Department. Storm water best management practices must be installed per approved plans and specifications, and working properly prior to each rainy season (October 15 each year) and remain functional throughout the rainy season. Permit and Resource Management Department will verify storm water best management practice installation and functionality, through inspections, throughout the life of the construction permit(s).

Given the proposed amendment's size limits would not exceed a maximum of 5,500 square feet in new building area per site and the County's existing review and inspection process required of grading and building permits, the proposed code amendments would result in a less-than-significant impact with respect to erosion, siltation and drainage.

d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Though there could be increased runoff from the roof of processing facilities the increase is considered insignificant because the facilities are limited in size. Existing setbacks requirements from riparian corridors and creeks will prevent these water courses from being altered or disturbed by grading or construction. See response 9c above. The impact of the proposed code amendment with respect to alteration of drainage courses or increases in runoff and flooding would be would less-than-significant.

e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: The proposed code amendment's provisions for small-scale agricultural processing apply exclusively to rural agricultural and resource zones and there are not storm sewers or drainage systems in these areas. Though there may be water courses, swales and/or creeks that carry runoff from the proposed sites, the amount of additional runoff that would be minimal because of the square footage limitations imposed by the proposed code amendment.

f) Otherwise substantially degrade water quality?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Refer to response to 9a, and 9e above. The project does not involve other changes in the environment that could substantially degrade water quality.</p>				
g) Place housing within a 100-year hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> The proposed code amendment does not allow, facilitate, authorize or in any way encourage the placement of housing in the floodplain areas. The proposed code amendment would not result in an impact related to the 100-year flood zone.</p>				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> The proposed code amendment's criteria would require small agricultural processing facilities to be located in compliance with any other combining districts that may overlay the site such as the F1 and the F2 flood zones. These zones are applied consistent the Special Flood Hazard Areas depicted by the Federal Emergency Management Agency. The F1 zone would not allow development of a new building or intensification of use such as agricultural processing or retail sales facility. The F2 zone would allow development but it must be built such that the first floor is one –foot above the 100-year flood elevation. Other structural requirements may apply so that flood flows are not diverted or redirected. No imported fill is allowed in the 100-year flood zone. As such, the proposed code amendment would have a less-than-significant impact with respect to the redirection of flood flows.</p>				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> See response to items 9(d) and 9(h), above. Areas that could be possibly inundated by a dam failure are shown in Figure 8.7 of the Sonoma County Hazard mitigation plan. Potentially inundated areas include some valley floor areas which are zoned for agriculture. It is possible that a future agricultural processing facility could be proposed in these areas. Agriculture is considered an acceptable use within these areas. The risk is considered minimal and acceptable as long as the facility complies with the requirements of the F1 and F2 zone which overlay much of the same area.</p> <p>The proposed code amendments for small agricultural processing facilities does not include nor</p>				

result in any new housing or additional population being placed in the inundation area. In addition the Army Corps of Engineers, the State Division of Dam Safety, and the Sonoma County Water Agency oversee the operation and inspection of many dams in the area to help assure their safety. Given the above considerations, the proposed code amendment's impacts with respect to increasing risk and exposure to dam failure inundation is considered less-than-significant.

j) Inundation by seiche, tsunami, or mudflow?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: The code amendment does not apply to the coastal zone were tsunamis occur. Any structure would also have to conform to building and setback requirements in the building and grading ordinances from lakes and ponds. As such, there is no significant impact related to tsunamis.

**10. LAND USE AND PLANNING** *Would the project*

a) Physically divide an established community?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: The proposed code amendment and the facilities that could be built would establish agricultural uses in agricultural zones and it would not have any impact that would divide an existing community. The proposed code amendment not result an impact.

b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Any new agricultural processing or farmstand or farm retail sales structures shall comply with the requirements of the base zone and other combining districts that may overlay the site including those for Biotic Resource areas and Riparian Corridors. The code amendment's siting criteria do not allow facilities to be located in a sensitive environmental resource area. The proposed code amendment criteria also requires compliance with the regulatory requirements of any agency with jurisdiction over the site or proposal. As such, the proposed code amendment's potential impacts are considered less-than-significant.

c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

See response to 4 - f) above.

**11. MINERAL RESOURCES *Would the project:***

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> The proposed code amendment would require small agricultural processing facilities to be located in agricultural zones and to comply with any other combining districts that may overlay the site. If a proposed site is zoned in the MR – Mineral Resource combining Zone, it preempts the uses normally allowed in the base zone. Thus a small agricultural processing facility could not be approved on the site because it is not allowed in the MR Zone. Therefore, the proposed code amendment would not have any impact on the availability of known mineral resources.</p>				
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> See response 11(a), above.</p>				

**12. NOISE *Would the project:***

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Agricultural and RRD parcels are large and the low land use densities and building setbacks help minimize the likelihood of offsite noise impacts. It is also expected that the majority of processing activities will be conducted indoors to facilitate year-round processing. This would help minimize offsite noise. The proposed code standards stipulate that small agricultural processing facilities and onsite sale facilities comply with the adopted General Plan noise limits. Noise exposure of any employees in the workplace would be regulated by CalOSHA. Small-scale agricultural processing is an activity to be expected in agricultural areas covered by the County's "Right to Farm Ordinance. As such occasional inconvenience or discomfort from noise associated with properly conducted agricultural operation is not considered a nuisance for purposes of the Sonoma County Code or County regulations. Considering the above, the proposed code amendment would result in a less-than-significant noise impact.</p>				

b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Establishment of small agricultural processing facilities and on-site sales may involve some construction activities that may generate ground borne vibration and noise. These levels would not be significant because 1) only conventional construction equipment would be used, 2) impacts would be short-term and temporary, and 3) would be limited to daytime hours. There are no other activities or uses associated with the project that would expose persons to or generate excessive ground borne vibration or ground borne noise levels. As such, the proposed code amendment's impact is less-than-significant.</p>				
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> As indicated in response to item 12(a) above, the project would generate incidental, minor amounts of noise. Noise generating operations would occur primarily on agricultural land in rural areas inside of buildings. Project operations typically occur on large parcels, way from sensitive receptors or neighbors, and impacts would be less-than-significant.</p>				
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Refer to response 12(a), above.</p>				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> The vast majority of agricultural lands where the proposed code amendments would apply lie in areas more than 2-miles from an airport. In those instances where a processing facility is located near an airport. The State Aeronautics Code requires the at Community Noise Equivalent Level (CNEL) noise metric to be used when evaluating the noise impacts of aircraft operations. Commercial and service uses, wholesale trade, warehousing, light industrial are considered acceptable up to a CNEL of 65. A review of the CNEL contours for each airport indicates that the 65 CNEL occurs in close proximity to the runway approach and take-off zones and does not extend extensively into surrounding lands. As such, the proposed code amendment's impact would be less-than-significant.</p>				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact

excessive noise levels?			X	
<u>Comment:</u> See Comment 12 (e), above.				

**13. POPULATION AND HOUSING** *Would the project:*

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> The proposed code amendment and the small-scale agricultural processing or onsite sales operations it allows would not affect housing or population and would have no impacts related to displaced people or housing and it would not induce population growth.				
b) Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> No housing will be displaced by the project and no impacts would occur.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> the proposed code amendment would not result in any impact as it does not cause or result in the displacement of people or the need to construct replacement housing.				

**14. PUBLIC SERVICES** *Would the project:*

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service rations, response times or other performance objectives for any of the public services:	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> The adoption of the proposed code amendment and the subsequent development of small agricultural processing facilities will not have any foreseeable impact which would cause the need for new government facilities, the construction of which could involve substantial adverse physical effects to the environment.				

i. Fire protection?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> Since any new construction is required to comply with current fire standards, and compliance is reviewed in the plan check and building inspection process, the facilities would not propose any substantial or excessive fire risk requiring new fire services.				
ii. Police?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> The Sonoma County Sheriff will continue to serve rural areas zoned for agriculture. The small-scale agricultural processing facilities and on-site sales will not result in substantial new housing or population. As such, there will be no increased need for police protection resulting from the small-scale agricultural processing facilities.				
iii. Schools, parks, or other public facilities?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> The proposed code amendment does not involve or enable the construction of new housing nor cause an increase in population growth and no impacts would occur.				
iv. Parks?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> See response 14 (a) (iii), above.				
v. Other public facilities?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> See response 14 (a) (iii), above.				

**15. RECREATION** *Would the project:*

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
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substantial physical deterioration of the facility would occur or be accelerated?				X
<u>Comment:</u> The proposed project would not involve activities that would cause or accelerate substantial physical deterioration of parks or recreational facilities. No impact would result.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> See item 15.a. above.				

**16. TRANSPORTATION / TRAFFIC *Would the project:***

a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> The proposed code amendment and the future facilities that may be approved are not expected to result in significant traffic generation or congestion for a number of reasons. First, based on frequencies observed elsewhere, the number of agricultural producers that may pursue such facilities is expected to be a small percentage of the total agricultural parcels that meet the 2-acre minimum threshold. In Marin County, where a similar ordinance has been in effect for a number of years, the percentage of operations initiating such facilities is only about two percent. No traffic problems have resulted in Marin County from the implementation of the ordinance. Some facilities will only be operated by family members living on the farm and will not have public access. As a result the only traffic would be occasional delivery trucks. In some cases, the amount of traffic may be reduced by refining the raw commodity into a finished product onsite thus avoiding trucking materials to an off-site processing facility.</p> <p>Where direct sales are commenced as a result of the proposed code amendment, the size of facilities will be limited to 500 square feet limiting the amount of product sold, the number of customers and traffic generated. A portion of the consumers who may drop in at a farmstand for purchases may be part of the existing traffic load on the roadway. The proposed code amendment could result in additional agri-tourism traffic. The amounts are not expected to be substantial enough to result in significant impacts to the performance of the circulation system because of the following General Plan considerations:</p> <p>First, <b>Policy AR-5g</b> of the General Plan indicates that excess concentration of agricultural support uses such as processing plants, shall be considered detrimental if they result in joint road access conflicts or in traffic levels that exceed the Traffic and Circulation Element's objectives for level of Service but should not be considered detrimental if the traffic is from a processing plant that only processes products grown onsite. It is expected that many small-scale processors will only be processing agricultural commodities grown on site.</p>				



General Plan **Objective CT-4.1** of the Traffic and Circulation Element indicates roadway segments shall maintain a level of Service C unless a lower limit has been adopted in Figure CT-3 of the Element. A review of the existing service levels along county roadways based on the current Sonoma County Traffic Model available from the Sonoma County Transit Authority indicates that the vast majority of roadways are operating at level of Service C or better. In the rural agricultural areas where the proposed code amendment would apply, the existing level of service is generally A or B. This means that additional traffic could be placed on these roads without causing unacceptable congestion or delays in service.

General Plan **Objective CT-4.2** of the Traffic and Circulation Element indicates that intersections should maintain LOS D or better. The General Plan Program PEIR assessed the potential congestion impacts at intersections resulting from the cumulative effect of all General Plan land uses and future growth under impact 4.2-4. The intersections identified where significant congested impacts were possible are primarily on primary arterials serving or approaching urban areas. Rural intersections are not identified but the PEIR indicates that congestion might be expected at other intersections in the unincorporated area on roadway segments with a level of service D or lower. As discussed above these impacted roadway segments do not tend to be in the agricultural production areas and the roadway segments in the rural areas tend to be LOS A or B. Given the above considerations, the proposed code amendment's impact on the circulation and transit systems is considered less-than-significant.

b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: The project would not result in a significant increase in traffic and would not contribute to congestion, as discussed in response to item 16 (a), above. The Project would not conflict with an applicable congestions management plan.

c) Result in change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: The Project would have no foreseeable effect on air traffic patterns and nor air traffic levels thus no impacts would occur.

d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: Agricultural processing and farm retail sales are a compatible use in agricultural areas. The proposed code amendment and the future facilities that may be approved do not involve changes to roadway design features. All direct sales facilities would be outside of the Right-of-Way and require off-street parking and signage. As such, the proposed code amendments would not affect the physical road hazards or result in incompatible use of the right-of-way and no impact would result.

e) Result in inadequate emergency access?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: Many future agricultural processing and on-site sales facilities will use existing driveway access at farmsteads and these are expected to be sufficient for emergency access. If a new driveway is required, compliance with emergency access driveway requirements would be verified through the encroachment permit process and the grading permit process. Given the above no significant impacts to emergency access would result.

f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: Refer to responses to item 16 (a) and (b), above. Transit routes generally do not serve the rural agricultural areas where the proposed code amendment applies. The agricultural processors and farm retail operations would share use of the roadways with bicyclists and pedestrians and other vehicles. Though there could be some incidental increase in traffic, no potentially significant impacts, policy conflicts or decreases in safety have been identified which would be caused by the proposed code amendments. Accordingly, its impacts would be less-than-significant.

g) Result in inadequate parking capacity?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: The proposed standards for agricultural processing facilities and onsite sales facilities require all parking to be located on site. As such the facilities approved under the proposed code amendments are not expected to result in a shortage of off-street parking.

**17. UTILITIES AND SERVICE SYSTEMS *Would the project:***

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X

Comment: Agricultural processing facilities may generate wastewater. The proposed code amendments would require the submittal of a Waste Disposal Plan characterize the volumes and types of waste generated, and the operational measures that are proposed to manage and dispose, or reuse of the wastes in an environmentally sound manner which does not result in nuisance complaints or health hazards.

If the wastes are disposed of in manner-that could affect water quality, the owner operator shall also comply with the waste discharge requirements (WDR) of the applicable Water Quality Control Board and provide proof of that agency's authorization to discharge to PRMD and shall

<p>comply with standards of that WDR approval on an ongoing basis. Sonoma County has delegated authority to regulate septic systems. Accordingly, the proposed code amendment's criteria requires that the owner shall maintain a functioning septic system which complies with sewage disposal regulations set forth in Chapter 24 of the County Code. The nature and quantity of the waste discharged shall be compatible with the design. Given the above requirements, no exceedence of wastewater treatment requirements would occur.</p>				
<p>b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p><u>Comment:</u> Farm retail sales facilities would not generate significant wastewater. Agricultural processing could generate wastewater. Facilities permitted under the proposed code amendment would have to comply with the Regional Water Quality Control Boards requirements which may entail construction of onsite wastewater detention or other treatment or pretreatment facilities. Some operations will have potential to handle wastes on site, for instance whey, a byproduct of cheese plants, can be used as an animal feed. Other operations may be able to provide onsite storage and treatment. In addition, the code amendment only applies to very small operations which would generate small volumes of waste. Given the above considerations, the proposed code amendment would result in a less-than-significant impact on the need for water and waste water treatment facilities.</p>				
<p>c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> The runoff from the small facilities allowed by the proposed code amendment would not sufficient or sizable enough to increase storm water runoff to a degree that requires construction of new storm water treatment facilities. Runoff from agricultural land typically does not discharge to storm water treatment facilities and instead, runs into natural water bodies and no impact would result.</p>				
<p>d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> See response 9(b). Facilities would be reliant upon onsite water supplies and would not be served by public water systems.</p>				
<p>e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?</p>	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<p><u>Comment:</u> Refer to response to item 17(b), above. The agricultural processing plants and farm stands facilitated by the proposed code amendment would not be hooked up to a public wastewater system. No impact is anticipated on public wastewater systems because they do not have to accept wastewater from outside their service area or waste water that is beyond their</p>				

capacity treat.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
				X
<u>Comment:</u> Sonoma County has a solid waste management program in place that provides solid waste collection and disposal services for the entire County. The project would not result in generation of solid waste that exceeds landfill capacity.				
g) Comply with federal, state, and local statutes and regulations related to solid waste?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<u>Comment:</u> Sonoma County has access to adequate permitted landfill capacity to serve the proposed projects. On site solid waste disposal is not permitted. Some organic wastes may be used for animal feed or soil amendments. Other organic wastes may be hauled to an approved composting operation. The proposed code amendment requires compliance with all other applicable Federal, State, and county regulations. The proposed code amendment does not reduce the solid waste requirements nor exempt small agricultural producers from compliance. If unauthorized solid waste disposal occurs, it would be grounds for revoking the zoning permit approval. Given the above, the proposed code amendment's impact would be less-than-significant.				

## 18. MANDATORY FINDINGS OF SIGNIFICANCE

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<u>Comment:</u> Any new agricultural processing structures and or small onsite sales facilities permitted pursuant to the proposed code amendments would have to comply with the requirements of the base zoning and combining zones designated on the site. As such, restrictions apply in the Biotic Resource areas and the Riparian Corridor areas that prohibit development in sensitive habitat areas, including riparian corridors. The proposed criteria do not allow facilities to be located in a sensitive environmental resource area.				
Based on review of such facilities where they occur in Sonoma County and elsewhere, the majority of the facilities are not located or constructed on habitat lands. For practical reasons, they are generally in the vicinity of the existing farmstead buildings, or nearby agricultural lands, sometimes in a repurposed existing building. The existing regulatory requirements of CDFW,				

water boards, USFWS and the Army Corps require that wetlands and sensitive habitat areas be avoided, or where impacts occur, that impacts be adequately mitigated.

The proposed amendment's limitations on the size, siting requirements, groundwater studies, etc. limit the potential to affect sensitive habitats or disturb examples of California history. Therefore the proposed code amendment does not have the potential to individually or cumulatively result in substantially degradation of the environment or substantially reduce habitat, threaten an animal or plant community and the impact is considered less-than-significant.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	

Comment: The Sonoma County General Plan 2020 Program EIR considered the cumulative effect of "Agricultural Processing and Support Uses" and "Agricultural Tourism" on agricultural lands (Impacts 4.8-2 and 4.8-3).

The PEIR provides a cumulative impact analysis because it considers all future land uses that are anticipated to occur under the Plan. In that respect, the scope and intensity of land uses considered by the PEIR were much greater than the narrow scope and small size of proposed land use activities that are addressed by the proposed code amendment.

The General Plan 2020 PEIR concluded that the cumulative effect of agricultural processing and support services and agricultural tourism would be less-than-significant if the mitigating policies identified in the General Plan are implemented. The General Plan 2020 PEIR analysis is incorporated by reference. Since the proposed code amendment applicability is limited to small-scale processing and retail sales facilities, the cumulative effect of the proposed code amendment would be even less. The General Plan set forth mitigating policies that would limit the size, location, and density of agricultural processing and visitor-serving uses under **Policies AR-5a through AR-5g and AR-6a through AR-6h** of the Agricultural Resources Element: **Policy 5a** calls for agricultural processing facilities to be allowed in the agricultural zones where proportional to production and **Policy AR-5b** indicates that the processing of other types of agricultural products, in addition to viticulture should be considered. Other mitigating policies are also identified in other General Plan Elements including Water, Transportation, Open Space, and Resource Conservation. The County is currently in the process of implementing these policies and work programs.

In addition to those mitigation actions carried out pursuant to the General Plan, the proposed code amendment avoids new impacts that could contribute cumulatively considerable impacts by limiting the applicability of the proposed code amendment to small agricultural processing facilities which would not exceed a maximum of 5,000 square feet and sales facilities which will not exceed 500 square feet (total of 5,500 square feet). These smaller operations have a much lower potential to result in impacts than the larger operations considered by the General Plan PEIR. Small agricultural processors would be located at low density throughout agricultural areas and the locations would be dispersed and distant from each other avoiding impacts due to compounded traffic, water demand, or noise in any one area.

The standards and applicability of the proposed code amendment, the existing regulatory setting, and the existing mitigating policies of the General Plan would limit potential cumulative effects of

the proposed code amendment and facilities established pursuant to it and the impact is considered less-than-significant.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	Potentially Significant Impact	Less than Significant with Mitigation Incorporation	Less than Significant Impact	No impact
			X	
<p>Any facilities permitted under the proposed code amendment must comply with existing food safety regulations as well as existing laws related air quality, water quality and hazardous materials. Workplace exposure would be regulated by the California Occupational Safety and Health Agency. Operations would also have to comply with the General Plan Noise standards. The proposed code amendment does not alter or weaken these existing requirements. Considering the existing regulatory framework and the small-scale and nature of the processing facilities, the proposed code amendment is not expected to result in any environmental effects which would result in a substantial adverse effect to humans. Given the above considerations the proposed code amendment would have a less than significant impact or potential to adversely affect humans.</p>				

Resolution Number

County of Sonoma  
Santa Rosa, California

April 10, 2014  
ORD13-0004 David Schiltgen

RESOLUTION OF THE PLANNING COMMISSION OF THE COUNTY OF SONOMA, STATE OF CALIFORNIA, RECOMMENDING TO THE BOARD OF SUPERVISORS THE ADOPTION OF AN ORDINANCE AMENDING CHAPTER 26 (THE ZONING ORDINANCE) OF THE SONOMA COUNTY CODE IN ORDER TO ALLOW SMALL-SCALE AGRICULTURAL PROCESSING FACILITIES TO BE MINISTERIALLY PERMITTED; ALLOW MORE ONSITE SALES TO BE CONDUCTED AT FARMSTANDS AS AN ALLOWED USE; AND ALLOW ADDITIONAL FARM RETAIL SALES TO BE MINISTERIALLY PERMITTED, IN THE LAND INTENSIVE AGRICULTURE (LIA), LAND EXTENSIVE AGRICULTURE (LEA), DIVERSE AGRICULTURE (DA) AND RESOURCES AND RURAL DEVELOPMENT (RRD) ZONES; AND TO ALLOW FARM RETAIL SALES FACILITIES WITH A USE PERMIT IN THE AGRICULTURE AND RESIDENTIAL (AR) ZONE PROVIDED THAT SPECIFIED STANDARDS AND APPROVAL CRITERIA CAN BE MET.

WHEREAS, the County of Sonoma adopted the Sonoma County General Plan 2020 (GP2020) on September 23, 2008, including the Agricultural Resources Element which set forth goals, objectives and policies to allow agricultural processing in agricultural areas, permit marketing of agricultural products grown or processed in the County in areas designated for agricultural use and allow more minor agricultural uses to be approved through a simpler administrative approval process; and

WHEREAS, the Permit and Resource Management Department has proposed amendments to the Zoning Code to implement these goals, objectives and policies, and

WHEREAS, a duly noticed public workshop to introduce the proposed zoning code amendments and receive public input was hosted by PRMD staff on March 5, 2014; and

WHEREAS, an Initial Study and Negative Declaration were prepared for the proposed project and circulated and made available for public review on March 20, 2014, pursuant to the California Environmental Quality Act; and,

WHEREAS, Permit and Resource Management staff prepared a report, dated April 10, 2014, for the Planning Commission reviewing the proposed amendments, setting forth the proposed regulatory changes necessary to implement the General Plan goals, objectives and policies; and

WHEREAS, in accordance with the provisions of law, the Planning Commission held duly noticed public hearings on April 10, 2014 at which time all interested persons were given an opportunity to be heard; and

WHEREAS, the Planning Commission, having considered all materials, file information, all public and agency comments, and all reports from staff, and the proposed Ordinance revisions, does make the following findings:

1. The proposed ordinance and the facilities it would facilitate are within the scope of the General Plan. The proposed amendments are consistent with the County's 2020 General Plan (GP2020) in that they incorporate into zoning the General Plan's goals, objectives, and policies.

2. The GP2020 Program Environmental Impact Report (PEIR), certified by the Board of Supervisors in September 2008, disclosed, evaluated and mitigated potential environmental impacts of General Plan goals, objectives and policies, including those calling for the accommodation of agricultural processing and marketing facilities in agricultural zones. Given the mitigating policies of the General Plan, the PEIR concluded that the cumulative effect of allowing agricultural processing and support facilities in agricultural zones was less than significant but that agriculture-related uses such as processing facilities (e.g., wineries), tasting rooms, and other visitor-serving uses in the rural areas could result in significant unavoidable impacts to rural character. Statements of overriding benefit were adopted by the Board with respect to all unavoidable impacts. The GP2020 Program EIR is available for review at the PRMD office and online at <http://www.sonoma-county.org/prmd/divpages/compplandiv.htm>.
3. The proposed code amendment would not result in any new significant impacts, or a substantial increase in the severity of any previously-identified impacts, due to substantial changes in the project or its circumstances, or new information of substantial importance that was not known and could not have been known at the time of certification of the General Plan Program EIR in 2008. No new circumstances or new information was identified which would invalidate the cumulative program-wide impact determinations and mitigation conclusions of the GP2020 Program EIR.
4. An Initial Study was prepared in March 2014 to assess the proposed ordinance's potential to result in significant impacts. Based on that Initial Study included in the project file, it has been determined that there will be no significant environmental effect resulting from the proposed ordinance, because, in addition to the mitigating policies implemented through the 2020 General Plan and the regulatory requirements of other regulatory agencies, the proposed ordinance has been crafted to avoid or minimize impacts. It only applies to small-scale facilities which have little or no impact and it incorporates approval criteria, standards, study requirements, and performance criteria to avoid the creation of significant impacts or reduce them to a level considered less-than-significant.
5. The Initial Study and Negative Declaration have been completed in compliance with CEQA State and County guidelines, and the information contained therein has been reviewed and considered.
6. Based upon the information contained in the Initial Study and included in the project file, it has been determined that there will be no significant environmental effect resulting from this project and a Negative Declaration has been prepared. The Negative Declaration has been completed, reviewed, and considered, together with comments received during the public review process, in compliance with CEQA and State and County CEQA Guidelines, and reflects the independent judgment and analysis of the Planning Commission.
7. The proposed ordinance is consistent with the primary purpose of the agricultural and resource zoning districts and would provide compatible land uses within the districts.
8. The proposed ordinance would not have a significant effect on the environment and there will not be a potential impact on biotic habitat of concern to Fish & Game.

NOW, THEREFORE BE IT FURTHER RESOLVED that the Planning Commission recommends that the Board of Supervisors adopt the proposed Ordinance amending Chapter 26 of the Sonoma County Code, as attached.

BE IT FURTHER RESOLVED that the Planning Commission designates the Secretary as the custodian of the documents and other material which constitute the record of proceedings upon



which the Commission's decision herein is based. These documents may be found at the office of the Sonoma County Permit and Resource Management Department, 2550 Ventura Avenue, Santa Rosa, CA 95403.

THE FOREGOING RESOLUTION was introduced by Commissioner     who moved its adoption, seconded by Commissioner     , and adopted on roll call by the following vote:

Commissioner  
Commissioner  
Commissioner  
Commissioner  
Commissioner

Ayes:       Noes:       Absent:       Abstain:

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted; and

SO ORDERED.